

RECEIVABLES PURCHASE AGREEMENT

This Receivables Purchase Agreement ("Agreement") is made and entered into as of the 20th day of February, 2009 (the "Closing Date"), by and between HSBC CARD SERVICES (III) INC., (hereinafter referred to as "Seller"), with an office located at 1111 North Town Center Drive, Las Vegas, Nevada 89144 and MAIN STREET ACQUISITION CORP., Nevada corporation, with its principal office located 2877 Paradise Road, Unit 303, Las Vegas Nevada 89109 (hereinafter referred to as "Purchaser").

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

WHEREAS, Seller and Purchaser mutually desire that Purchaser purchase from Seller, commencing on the Closing Date and continuing on the monthly Closing Dates specified in Section 1.10 of this Agreement, certain credit card receivable balances totaling at least [REDACTED] (\$ [REDACTED]) outstanding under Cardholder Accounts that constitute Charged Off Receivables and that are to be more fully identified on each Sale File provided for each related Closing, together with all amounts that may thereafter become due under such Cardholder Accounts with respect to such balances as additional interest, late fees, rights to recover collection expenses or other charges; and including all rights of Seller to receive or benefit from payments or proceeds from credit life insurance in which such Cardholder has an interest (for each Closing referred to as the "Purchased Receivables").

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

1. DEFINITIONS AND TERMS

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

1.2 "Account Obligor" means: Each one of the borrowers or obligors, including, without limitation, guarantors and co-obligors, obligated to pay all or a portion of the obligation owing with respect to a Charged Off Receivable.

1.3 "Affiliate" means: (i) with respect to Purchaser, any Person or entity that directly or indirectly controls, is controlled by, or is under common control

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

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

1.5 "Business Day" means: Each day other than Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law, executive order or governmental decree to be closed.

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

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

1.8 "Charge Off Balance" means: As to any Charged Off Receivable, the total outstanding amounts payable by an Account Obligor with respect to such Charged Off Receivable at the time of charge-off inclusive of interest, charges and fees assessed on or prior to the charge off date.

1.9 "Charged Off Receivables" means: Those receivables which have had no post charge-off collection efforts and charge-off at cycle following 180 days contractual delinquency (due to NSF activity prior to charge-off, receivables may be up to 240 days contractual delinquency at charge-off).

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

1.11 "Closing Date" means: The time of each Closing for the purchase and sale of Purchased Receivables sold hereunder, which shall be February 20, 2009 for the first sale, March 23, 2009 for the second sale, and April 23, 2009 for the third and final sale.

1.12 "Eligible Receivables" means: Charged Off Receivables that are less than thirty (30) days from the charge off date and which exclude any Charged Off Receivables classified as (a) bankrupt, with respect to all Account Obligors (as determined by Banko or a notice of bankruptcy from a trustee or court of competent jurisdiction); (b) deceased, with respect to all Account Obligors (as determined by the date of death); (c) fraud (as determined by the date the fraud charge was made); or (d) settled (the settlement check was received by Seller prior to the date of the Sale File).

1.13 "First Payment Default" means: An account whose charge off date

is eight (8) months from the open date, as provided in the Sale File.

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

1.15 "MARS Receivable" means: Any loan where the obligor of such loan is also an obligor on any other loan, including but not limited to mortgage loan, home equity loan, unsecured loan, credit card loan, of Seller or any Affiliate of Seller.

1.16 "Near Prime Sale File" means: The electronic file provided by Seller to Purchaser prior to each Closing, containing the Charged Off Receivables with an aggregate Charge Off Balance of not less than \$ [REDACTED] and with Charged Off Balances of not less than \$ [REDACTED] per Charged Off Receivable, and with respect to which all charge off dates occurred during the month immediately preceding the related Closing Date.

1.17 "Person" means: Any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

1.18 "Prime Sale File" means: The electronic file provided by Seller to Purchaser prior to each Closing, containing the Charged Off Receivables with an aggregate Charge Off Balance of not less than \$ [REDACTED] and with Charged Off Balances of not less than \$ [REDACTED] per Charged Off Receivable, and with respect to which all charge off dates occurred during the month immediately preceding the related Closing Date.

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

1.20 "Sale Files" means: Prime Sale File and Near Prime Sale File.

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

2. SALE AND PURCHASE OF RECEIVABLES.

2.1 Subject to the terms of this Agreement, on each Closing Date, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, for the consideration herein provided, all right, title, interest and obligations of Seller in and to Purchased Receivables.

(a) No later than four (4) Business Days prior to each Closing Date, the Seller shall deliver to the Purchaser one (1) prime Sale File and one (1) Near Prime Sale File.

(b) No later than three (3) Business Days prior to each Closing Date, the Purchaser shall notify the Seller of the Purchaser's selection, in the Purchaser's sole and absolute discretion, of the Charged Off Receivables, with a Charged-Off Balance of not less than \$ [REDACTED] with respect to each Sale File, that the Purchaser has elected to purchase on such Closing Date.

Purchaser agrees to remove from the Purchased Receivables any Purchased Receivables as requested by Seller upon providing Purchaser with reasonable evidence that one of the following circumstances exists: (i) there is a suit, action or proceeding relating to any Purchased Receivable naming Seller (or an Affiliate of Seller) and which Seller determines that its interest cannot be adequately protected without owning such receivable or (ii) Seller determines in its reasonable discretion that such receivable was sold in error. Seller will repurchase the removed Purchased Receivables at the purchase price of such Purchased Receivables; Purchaser shall remit to Seller any amounts collected on such Purchased Receivables. The repurchase price shall be paid within sixty (60) days after repurchase.

2.2 The Purchased Receivables shall not include receivables (hereinafter referred to as "Unqualified Receivables") which, as of the applicable date of the Sale File, are classified as follows: (a) bankrupt (as determined by Banko or a notice of bankruptcy from a trustee or court of competent jurisdiction); (b) deceased (as determined by the date of death); (c) fraud (as determined by the date the fraud charge was made); (d) settled (the settlement check was received by Seller prior to the date of the Sale File); (e) a MARS Receivable; (f) any First Payment Default Receivable that exceeds 20% of the total monthly Sale File; or (g) any payment has been made in connection with such Charged Off Receivable between the charge off date and the date of the Sale File.

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

2.4 Subject to this Agreement, Seller hereby confirms that Seller intends to sell to Purchaser Seller's designated Charged Off Receivables, designated on each Sale File, and Purchaser confirms that it intends to purchase such Receivables.

2.5 On the Sale File provided prior to each Closing Purchaser shall list for each Charged Off Receivable the information set forth in the file layout attached

hereto as Exhibit C.

3. PURCHASE PRICE.

3.1 Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties and covenants of the Seller made herein, Purchaser shall pay and deliver to Seller an amount equal to ██████% (the "Purchase Price Percentage") times the balance for the Purchased Receivables as indicated on the Sale File, and to be purchased on a Closing Date under this Agreement. The total purchase price will be set forth in a Closing Statement substantially in the form of Exhibit B, attached hereto, for each Closing.

4. REPRESENTATION AND WARRANTIES OF SELLER.

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

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

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

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

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

(v) The location of the chief place of business and chief executive

office for Seller is Prospect Height, Illinois.

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

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

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

(ix) The accounts associated with the Charged Off Receivables are governed by a "Cardmember Agreement and Disclosure Statement" or similar document.

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

(xi) The accounts have been maintained and serviced by HSBC Bank Nevada, N.A., or its predecessor Household Bank (SB), N.A., in compliance with all applicable federal or state laws and regulations, including the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act, and the Fair Credit Billing Act.

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

(xiii) Each Sale File contains Charged Off Receivables randomly selected from the Seller's portfolio of Eligible Charged Off Receivables (Legacy Orchard Bank, Core and Household Bank).

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

5. **INDEMNIFICATION BY SELLER** For a period of one (1) year following each Closing Date and with respect to the Purchased Receivables subject to such Closing, Seller agrees to defend, indemnify and hold harmless Purchaser and its

respective employees, agents, affiliates, subsidiaries, parent companies, collection network, and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorneys' fees) (i) incurred by reason of any representation or warranty made by Seller in connection with this Agreement having been untrue or incorrect in any respect when made or deemed made, or the breach by Seller of any covenant or agreement made by it herein, or by reason of any action or proceedings being instituted by any person based upon an allegation or assertion which, if true, would indicate the existence of any of the foregoing circumstances; or (ii) arising, before the Closing Date, as applicable, and relating to the Purchased Receivables or to the actions taken by Seller's representatives, agents or predecessors-in-interest with respect thereto; provided that in no event shall Seller be obligated under this Section 5 to indemnify Purchaser against any liability, loss, cost or expense to the extent that it results solely from Purchaser's negligent acts or negligent or willful omissions, or the negligent acts or negligent or willful omissions of Purchaser's agents or assignees, nor shall Seller be liable for any indirect or consequential damages, or lost profits other than in connection with third-party claims.

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

In case any claim is made, or any suit or action is commenced against Purchaser in respect of which indemnification may be sought by it under this Section 5, Purchaser shall promptly give Seller notice thereof and Seller shall be entitled to conduct the defense thereof at Seller's expense; provided however, Purchaser shall be entitled to participate in the defense thereof at its own expense if such claim, suit or action is related to or includes events after the Closing Date for Purchased Receivables. Seller may (but need not) defend or participate in the defense of any such claim, suit or action related to events after the Closing Date, but Seller shall notify Purchaser within ten (10) business days if Seller shall not desire to defend or participate in the defense of any such claim, suit or action related to events after Closing Date.

Purchaser may at any time notify Seller of its intention to settle or compromise any claims, suit or action against Purchaser which may be indemnifiable under this Section (and in the defense of which Seller has not previously elected to participate), and Purchaser may settle or compromise any such claim, suit or action unless Seller notifies Purchaser in writing (within thirty (30) days after Purchaser has given written notice of its intention to settle or compromise) that Seller intends to conduct the defense of such claim, suit or action and that Seller agrees to further indemnify and hold Purchaser

harmless from any liability, loss, cost or expense to Purchaser in excess of that which Purchaser would have incurred had the settlement or compromise been effected on the terms proposed by Purchaser. Any such settlement or compromise of, or any final action which Purchaser has defended or participated in the defense of in accordance herewith, shall be deemed to have been consented to by, and shall be binding upon, Seller as fully as if Seller had assumed the defense thereof and a final judgment or decree had been entered in such suit or action, or with regard to such claim, by a court of competent jurisdiction for the amount of such settlement, compromise, judgment or decree, including without limitation court costs and reasonable attorneys' fees.

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

6. COVENANTS OF SELLER.

6.1 Seller shall remit to Purchaser all payments, which are received by Seller or Seller's agents after the applicable Closing Date, including, without limitation, any payments made after the date of the Sale File and through the applicable Closing Date, within eight (8) weeks of receipt.

6.2 Any action by Purchaser based on Seller's breach of any covenant, representation or warranty relating to the Sale File or the quality of the Charged Off Receivables must be brought no later than one (1) year after the Closing Date. With respect to any other breach of a material covenant, representation or warranty, either party may bring an action for breach of contract. Purchaser hereby acknowledges and agrees that the remedies set forth in this Agreement shall constitute the sole and exclusive remedies for breach of any covenant, representation and warranty, or obligation of Seller hereunder. Purchaser hereby waives and releases any and all claims for other remedies or damages, including but not limited to, lost profits and other consequential damages. Nothing in this Section 6.2 shall be deemed to limit Purchaser's indemnification rights under this Agreement for claims brought by a third party.

6.3 For all Purchased Receivables sold to Purchaser, Seller will notify any credit agencies to which it reports that such Purchased Receivables have been "sold", or "transferred", or words to that effect.

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

6.5 In the event Seller decides to sell receivables similar to the

Purchased Receivables Seller shall make Purchaser aware of such opportunity and Purchaser may thereafter elect to bid on such receivables pursuant to the instructions of Seller.

7. CONDITIONS OF EACH SALE.

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

7.2. The obligations of Seller to perform hereunder and sell the Purchased Receivables at the Closing shall be subject to the satisfaction, on or before the Closing Date, of the following further conditions: (i) Purchaser shall have provided Seller with a copy of its proposed notification to Purchased Receivable obligors advising that the Purchased Receivables have been transferred and that all payments on the Purchased Receivables shall thereafter be made to the Purchaser; and (ii) Purchaser shall have delivered to Seller the purchase price specified in Section 3 hereof.

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

8.1. Seller shall deliver or cause to be delivered to Purchaser such bills of sale, assignments, conveyances and other good and sufficient instruments of transfer (all of which shall be consistent with the terms set forth in this Agreement), which shall be effective to vest in Purchaser good and valid title to the Purchased Receivables. For a period of twelve (12) months after each Closing Date with respect to Purchased Receivables sold on such Closing Date, Seller shall use reasonable efforts to provide Purchaser with the Account Documents, affidavits of debt and individual bills of sale on an "as needed" basis and further with respect to requests for Account Documents related to disputes, Seller shall use reasonable efforts to provide such Account Documents within twenty (20) days of request. During this twelve-month (12) period, Seller shall provide requested Account Documents, affidavits of debt and individual bills of sale which total up to [REDACTED] of the number of accounts associated with the Purchased Receivables at no charge to Purchaser; provided, however, Purchaser agrees that it will not request, and Seller is under no obligation to provide, such Account Documents, affidavits of debt and individual bills of sale for more than [REDACTED] of the number of Receivables associated with the Purchased Receivables in any one month. While the Seller makes no guarantees as to the availability of all Account Documents and Purchaser

acknowledges that Seller shall have no liability to Purchaser for the failure to produce all Account Documents, the Seller has represented that it will deliver Account Documents with respect to not less than [REDACTED] of the Purchased Receivables. Following the earlier to occur of (a) twelve (12) months from the Closing Date, or (b) delivery of Account Documents constituting [REDACTED] of the number of accounts associated with the Purchased Receivables, the Seller shall furnish such Account Documents at a cost of [REDACTED] per copy. With respect to any amounts that become due pursuant to this Section, Seller shall, from time to time, provide Purchaser with an invoice setting forth the total amount due. Seller must receive payment from Purchaser within sixty (60) days from the date of the invoice. If payment is not received by Seller within the sixty (60) day period, a late fee equal to five percent (5%) of the amount due will be assessed.

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

9. PURCHASE OF UNQUALIFIED RECEIVABLES. In the event that Purchaser identifies and returns to Seller, within one hundred and twenty days (120) days of a Closing Date, any Purchased Receivable purchased on that Closing Date which was an Unqualified Receivable (as defined in Section 2.2 hereof), Seller shall repurchase the Unqualified Receivable for the purchase price of such Unqualified Receivable within sixty (60) days of the receipt of the Purchaser's notice that such Purchased Receivable is an Unqualified Receivable. Any payments received by Purchaser on such Unqualified Receivable will be promptly forwarded to Seller. Purchaser shall provide Seller with reasonable documentation needed by Seller to verify the status of any Unqualified Receivable.

10. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

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

10.2. Purchaser covenants and agrees that in the collection of all Purchased Receivables Purchaser shall comply with all applicable state and federal debt collection laws and any other applicable state and federal laws.

10.3. Purchaser covenants and agrees that within forty-five (45) days after the Closing Date, Purchaser shall notify all Cardholders who are obligors of the Purchased Receivables, that the Purchased Receivables have been transferred and that payments on the Purchased Receivables shall thereafter be made to Purchaser. Purchaser covenants and agrees that it will not take any action that willfully, intentionally or negligently impugns or harms Seller. Purchaser will not use or refer to Seller's name for

any purpose relating to any account or Purchased Receivable except that Purchaser may use Seller's name for the sole purpose of identifying Seller in telephone calls as the previous owner of a Charged Off Receivable sold to Purchaser. Purchaser may identify HSBC Bank Nevada, N.A. individually, or as successor to Household Bank (SB), N.A., as the prior creditor in written correspondence and Purchaser will provide any written correspondence using Seller's name in a different manner to Seller for prior approval, which approval may be withheld if Seller believes the use of its name will impugn or harm Seller. Purchaser may also identify HSBC Bank Nevada, N.A. as a prior creditor or owner in pleadings or supporting documentation related to litigation.

10.4. Except as expressly permitted in Section 10.3, Purchaser covenants and agrees that it will not use the name of Seller without Seller's express written authorization.

10.5 Purchaser represents and warrants with respect to any Unqualified Receivable or other Charged Off Receivable repurchased by Seller that Purchaser has complied with all applicable state and federal laws and regulations, including the Fair Debt Collection Practices Act.

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

10.7 Each party agrees that neither it nor its affiliates will directly recruit, solicit or otherwise induce any present or future employee of the other party or its affiliates, to become an employee of such other party, or to otherwise discontinue such employment relationship with the other party, or otherwise interfere with any such employment relationship with the other party during their employment or for one (1) year after their employment is terminated, whether voluntarily or involuntarily; provided, however, that nothing herein will prohibit the solicitation of employees by general advertisement or searches.

11. INDEMNIFICATION BY PURCHASER. The Purchaser agrees to defend, indemnify, and hold harmless Seller and its respective employees, agents and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorneys' fees) arising after a Closing Date, and incurred by reason of any representation or warranty made by the Purchaser in connection with this Agreement, having been untrue or incorrect in any respect when made or deemed made, or by reason of the breach by such Purchaser or its representatives, agents or successors of any covenant or agreement made herein, or by reason of any collection efforts or any negligent or willful acts of the Purchaser or by reason of any action or proceeding being instituted by any person based upon an allegation or assertion which, if true, would indicate the existence of any of the foregoing circumstances. In no event shall Purchaser be obligated under this Section 11 to

indemnify Seller against any liability, loss, cost or expense to the extent that it results solely from Seller's negligent acts or negligent or willful omissions, or the negligent acts or negligent or willful omissions of Seller's agents or assignees, nor shall Purchaser be liable for any indirect or consequential damages, or lost profits, other than in connection with third party claims.

In case any claim is made, or any suit or action is commenced against Seller in respect of which indemnification may be sought by Seller under this Section 11, Seller shall promptly give the applicable Purchaser notice thereof and the Purchaser shall be entitled to conduct the defense thereof at the Purchaser's expense; provided, however, Seller shall be entitled to participate in the defense thereof at its own expense if such claim, suit or action is related to or includes events prior to the applicable Closing Date. The Purchaser may (but need not) defend or participate in the defense of any such claim, suit or action related to events prior to the Closing Date, but the Purchaser shall notify Seller within ten (10) business days if the Purchaser shall not desire to defend or participate in the defense of any such claims, suit or action related to events prior to the Closing Date, in which case the Purchaser shall not be liable to Seller for any expenses subsequently incurred by Seller in connection with the defense of such claim, suit or action related to events prior to the Closing Date.

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

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

12. **CONFIDENTIALITY.** All verbal and written information Seller provides Purchaser concerning Seller's business or operations is proprietary information of Seller. Purchaser, its employees and agents will treat the information provided by Seller as strictly confidential and will not disclose the information to anyone except as may be necessary to collect the Purchased Receivables or resell the Purchased Receivables and except (a) as a requested or required by law or regulation or any judicial, administrative or governmental authority, (b) for disclosure to Purchaser's directors, officers, employees, advisors, agents or rating agencies, (c) in the course of any litigation or court proceeding involving Purchaser and Seller concerning this Agreement, and (d) for disclosure of information that (i) was or becomes generally available to the public other than as a result of a disclosure by Purchaser in breach of this Section 12, (ii) was available to Purchaser on a non-confidential basis prior to its disclosure to Purchaser pursuant hereto, (iii) is obtained by Purchaser on a non-confidential basis or (iv) has been authorized by Seller to be disseminated to persons on a non-confidential basis. Purchaser will use its best efforts to ensure that its employees and agents maintain the confidentiality of such information.

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

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

If to Seller: HSBC Card Services (III) Inc.
1111 North Town Center Drive
Las Vegas, Nevada 89134
Attn: President

with a copy to: Household Credit Services, Inc.
26525 N. Riverwoods Blvd.
Mettawa, IL 60045
Attn: General Counsel - Credit Card Law

If to Purchaser: Main Street Acquisition Corp.
c/o Credigy Solutions Inc.
3950 Johns Creek Court
Suite 100
Suwanee, Georgia 30024
Attn: General Counsel

15. **SEVERABILITY.** If any provision, or application thereof, of this Agreement is held unlawful or unenforceable in any respect, the parties hereto agree that

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

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

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

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

19. GOVERNING LAW. This Agreement is made pursuant to, and shall be construed under the laws of Nevada.

20. ASSIGNMENT; DELEGATION OF DUTIES. This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned or transferred by either party, except Purchaser may assign this Agreement in whole or in part to any Affiliate of Purchaser after notifying Seller and Seller may assign this Agreement in whole or in part to an Affiliate of Seller after notifying Purchaser; provided that any such Affiliate agrees in writing to be bound by the terms of this Agreement and that Purchaser and/or Seller, as appropriate, remain liable for the performance of the obligations of such Affiliate under this Agreement to the extent permitted by law. Seller or any Affiliate of Seller which has become a party hereto may at any time delegate any duties hereunder to an Affiliate which normally performs such credit card related services on behalf of Seller or such Affiliate. Nothing in this Section 20 shall be interpreted as limiting Purchaser's ability to pledge, assign or sell the Purchased Receivables, and in such case Seller shall have no obligation to such person or entity under this Agreement.

21. ENTIRE AGREEMENT. This Agreement is intended to define the full extent of the legally enforceable undertakings of the parties hereto, and no related promise or representation, written or oral, which is not set forth explicitly in this Agreement is intended by either party to be legally binding. Both parties acknowledge that in deciding to enter into this transaction they have relied on no representations, written or oral, other than those explicitly set forth in this Agreement.

22. BREACH OF AGREEMENT. Failure of Purchaser to comply with the provisions of Sections 7.2 and 10 herein shall constitute a material breach of this

Agreement, and Seller, at its option, may demand return of those Purchased Receivables for which the Purchase Price was not paid.

23. RULES OF CONSTRUCTION.

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

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

24. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other or in breach of this Agreement for any failure to perform or for any delay in performance of its obligations hereunder to the extent and in the proportion due to any occurrence beyond its control (a "Force Majeure Event") including, without limitation, acts of God, acts of terrorism, war, riot, sabotage and changes in applicable laws. The party whose performance is affected by a Force Majeure Event shall use commercially reasonable efforts to cure or correct the Force Majeure Event and shall resume timely performance of its obligations hereunder as soon as the causes of the Force Majeure Event are removed. During the period that performance by a party of part or all of its obligations has been suspended by reason of a Force Majeure Event, the other party may suspend the performance of all or a part of its obligations to the extent that such suspension is commercially reasonable.

If a Force Majeure Event is claimed by a party, such party shall (i) orally notify the other party as soon as practicable after the occurrence of such Force Majeure Event, (ii) thereafter provide written notice to the other party within two business days after such occurrence, including, to the extent feasible, the details and the expected duration of the Force Majeure Event and its probable impact on performance of such party's obligations, and (iii) provide prompt notice to the other party of the cessation of the Force Majeure Event. Following the occurrence of a Force Majeure Event, the parties shall meet within a reasonable period of time to discuss the circumstances and potential solutions to such Force Majeure Event, including the resumption or termination of the obligations under this Agreement.

The failure of Purchaser to have or maintain funding arrangements in order to consummate the purchases contemplated by this Agreement shall not be deemed a Force Majeure Event.

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

SELLER:

HSBC CARD SERVICES (III) INC.

By: *[Signature]*

Name: SUSAN SOLOMON

Title: VICE PRESIDENT - ASST Secretary

PURCHASER:

MAIN STREET ACQUISITION CORP

By: *[Signature]*

Name: Brett M. Samsky

Title: Chief Executive Officer

EXHIBIT A

BILL OF SALE

HSBC CARD SERVICES (III) INC. ("Seller"), for value received and pursuant to the terms and conditions of the Receivables Purchase Agreement ("Agreement"), dated as of February 20, 2009, by and between Seller and MAIN STREET ACQUISITION CORP., a Nevada corporation ("Purchaser"), does hereby sell, assign and convey to Purchaser, its successor and assigns, all right, title and interest of Seller in and to those certain Purchased Receivables listed on the Sale Files attached as Exhibit A hereto, without recourse and without representation of, or warranty of, collectability, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 20th day of February, 2009.

HSBC CARD SERVICES (III) INC.

By: [Signature]
Name: Stuart Austin
Title: Asst. Vice President

STATE OF Nevada)
) ss.
COUNTY OF Clark)

SUBSCRIBED AND SWORN to (or affirmed) before me on this 20th day of February, 2009, by Stuart Austin, Asst. Sales Manager of HSBC CARD SERVICES (III), 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: [Signature] [Seal]

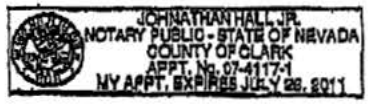


EXHIBIT B

Form of Closing Statement

HSBC CARD SERVICES (III) INC.

This transaction consists of Charged Off Receivables being purchased by MAIN STREET ACQUISITION CORP. ("Purchaser") from HSBC CARD SERVICES (III) INC. ("Seller") pursuant to a Receivables Purchase Agreement, dated as of February 19, 2009, by and between Purchaser and Seller. For the purpose of this Closing Statement, the Sale File date shall be 2/18/09, (year).

- A. On the Closing Date 2/20/09 (year), Purchaser shall pay to Seller, by wire transfer or otherwise immediately available funds, an amount which equals [REDACTED] (amount), calculated in accordance with Section 3 of the Receivables Purchase Agreement.
- B. Seller agrees to transfer the Purchased Receivables, as set forth on Exhibit A of the related Bill of Sale, to Purchaser on the Closing Date.

Funds must be wired as follows:

HSBC
Buffalo, NY

ABA (Routing) Number

[REDACTED]

Credit Bank Account Name

HCS Main Depository
Or HCS Custodian - IL

Credit Bank Account Number

[REDACTED]

All funds must be delivered via wire transfer.

HSBC CARD SERVICES (III) INC.

MAIN STREET ACQUISITION CORP.

By: [Signature]
Name: Brett M. Samsky
Title: Asst. Vice President

By: _____
Name: Brett M. Samsky
Title: Chief Executive Officer

EXHIBIT C

PURCHASE FILE LAYOUT

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

[EXHIBIT C TO RECEIVABLES PURCHASE AGREEMENT]

**FIRST AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT
BY AND BETWEEN
HSBC CARD SERVICES (III) INC.
AND
MAIN STREET ACQUISITION CORP.**

THIS FIRST AMENDMENT ("First Amendment") to that certain RECEIVABLES PURCHASE AGREEMENT, dated as of the 20th day of February, 2009 (the "Purchase Agreement"), by and between HSBC CARD SERVICES (III) INC. (hereinafter referred to as "Seller") and MAIN STREET ACQUISITION CORP., a Nevada corporation ("Purchaser"), is made and entered into effective as of April 28, 2009.

AGREEMENT

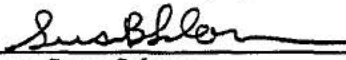
In consideration of the mutual agreements and covenants set forth below, the parties agree that the Agreement is amended by this First Amendment as of and after the effective date first stated above as follows:

1. Section 1.11 is amended in its entirety to read as follows:

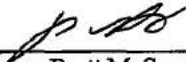
"Closing Date" means: The time of each Closing for the purchase and sale of Purchased Receivables sold hereunder, which shall be May 22, 2009 for the first sale, June 22, 2009 for the second sale, July 22, 2009 for the third sale, August 24, 2009 for the fourth sale, September 22, 2009 for the fifth sale and October 22, 2009 for the final sale."
2. The Agreement, as amended, supersedes and replaces any prior agreement between the parties.
3. All capitalized terms used in this First Amendment that are defined in the Agreement shall have the same meanings in this First Amendment as in the Agreement, unless otherwise defined in this First Amendment.
4. The parties hereby ratify and confirm the Agreement, as further amended by this First Amendment, for all purposes.

IN WITNESS WHEREOF, Seller and Purchaser have each caused this First Amendment to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

HSBC CARD SERVICES (III) INC.

By: 
Name: Susan Solomon
Title: Vice President - Asst Secretary

MAIN STREET ACQUISITION CORP.

By: 
Name: Brett M. Samsky
Title: Chief Executive Officer

respect to such receivable at the time of charge-off (inclusive of interest, charges and fees assessed on or prior to the charge off date), less all payments exclusive of payments returned for insufficient funds or erroneously posted to the receivable up to and including the date of the Sale File.

(ii) The following definitions shall be amended and restated in their entireties as follows:

"Charged Off Receivables" shall mean those certain charged-off credit card receivables owned and offered for sale by the Seller pursuant to the Addendum.

"Closing Date" shall mean the time of the Closing for the purchase and sale of Purchased Receivables sold hereunder, which shall be July 22, 2009.

"Eligible Receivables" shall mean Charged Off Receivables which exclude any Charge Off Receivables classified as (a) bankrupt, with respect to all Account Obligors (as determined by Banko or a notice of bankruptcy from a trustee or court of competent jurisdiction); (b) deceased, with respect to all Account Obligors (as determined by the date of death); (c) fraud (as determined by the date the fraud charge was made); (d) settled (the settlement check was received by Seller prior to the date of the Sale File); (e) written cease and desist; (f) oral cease and desist, if the request has been received less than thirty (30) days prior to the Closing Date; (g) accounts with pending or threatened litigation; or (h) accounts with respect to which the Purchaser is unable to initiate and/or pursue litigation.

"Prime Sale File" shall mean the electronic file provided by the Seller to the Purchaser prior to the Closing Date, containing the Charged Off Receivables with an aggregate Balance of approximately \$ [REDACTED] and with Balances of not less than \$ [REDACTED] per Charged Off Receivable.

"Sub Prime Sale File" shall mean the electronic file provided by the Seller to the Purchaser prior to the Closing Date, containing the Charged Off Receivables with an aggregate Balance of approximately \$ [REDACTED] and with Balances of not less than \$ [REDACTED] per Charged Off Receivable.

"Purchased Receivables" shall mean the credit card receivables sold pursuant to the Addendum, with Balances totaling approximately [REDACTED] Dollars (\$ [REDACTED]) outstanding under Cardholder Accounts that constitute Charged Off Receivables and that are fully identified on the Sale File

provided to the Purchaser prior to the Closing Date, together with all amounts that may thereafter become due under such Cardholder Accounts with respect to such Balances as additional interest, late fees, rights to recover collection expenses or other charges; and including all rights of the Seller to receive or benefit from payments or proceeds from credit life insurance in which such Cardholder has an interest.

(c) Purchase and Sale of Receivables.

(i) Section 2.1 of the Agreement shall be amended and restated in its entirety as follows:

“Subject to the terms of this Agreement, on the Closing Date, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, for the consideration herein provided, all right, title, interest and obligations of Seller in and to Purchased Receivables.

Purchaser agrees to remove from the Purchased Receivables any Purchased Receivables as requested by Seller upon providing Purchaser with reasonable evidence that one of the following circumstances exists: (i) there is a suit, action or proceeding relating to any Purchased Receivable naming Seller (or an Affiliate of Seller) and which Seller determines that its interest cannot be adequately protected without owning such receivable or (ii) Seller determines in its reasonable discretion that such receivable was sold in error. Seller will repurchase the removed Purchased Receivables at the purchase price of such Purchased Receivables; Purchaser shall remit to Seller any amounts collected on such Purchased Receivables. The repurchase price shall be paid within sixty (60) days after repurchase.”

(ii) Section 2.2 of the Agreement shall be amended and restated in its entirety as follows:

“The Purchased Receivables shall not include receivables (hereinafter referred to as “*Unqualified Receivables*”) which, as of the date of the Sale File, are classified as follows: (a) bankrupt (as determined by Banko or a notice of bankruptcy from a trustee or court of competent jurisdiction); (b) deceased (as determined by the date of death); (c) fraud (as determined by the date the fraud charge was made); (d) settled (the settlement check was received by the Seller prior to the date of the Sale File); (e) a MARS Receivable; (f) any First Payment Default Receivable that exceeds 20% of the total Sale File; (g) written cease and desist; (h) oral cease and desist, if the request has been received less than thirty

(30) days prior to the Closing Date; (i) accounts with pending or threatened litigation; or (j) accounts with respect to which the Purchaser is unable to initiate and/or pursue litigation.”

(d) Purchase Price. Section 3.1 of the Agreement shall be amended and restated in its entirety as follows:

“Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties and covenants of the Seller made herein, the Purchaser shall pay and deliver to the Seller an amount equal to [REDACTED]% (the “*Purchase Price Percentage*”) times the Balance for the Purchased Receivables as indicated on the Sale File, and to be purchased on the Closing Date under this Agreement.”

(e) Representations and Warranties of Seller. The following representations and warranties shall be added to the end of Section 4(a) of the Agreement:

“(xv) none of the receivables to be acquired by the Purchaser in the Transaction (A) is an Unqualified Receivable, or (B) has been subject to settlement campaigns offering discounts of more than [REDACTED] percent ([REDACTED]%) of the Balance of such receivable.”

(f) Closing. Section 8.1 of the Agreement shall be amended and restated in its entirety as follows:

“The Seller shall deliver or cause to be delivered to the Purchaser such bills of sale, assignments, conveyances and other good and sufficient instruments of transfer (all of which shall be consistent with the terms set forth in this Agreement), which shall be effective to vest in Purchaser good and valid title to the Purchased Receivables. For a period of twelve (12) months after the Closing Date, the Seller shall use reasonable efforts to provide the Purchaser with the Account Documents, affidavits of debt and individual bills of sale on an “as needed” basis and further with respect to requests for Account Documents related to pending or threatened litigation or disputes, Seller shall use reasonable efforts to provide such Account Documents within twenty (20) days of request. During this twelve-month (12) period, Seller shall provide requested Account Documents, affidavits of debt and individual bills of sale which total up to [REDACTED] of the number of accounts sold hereunder at no charge to Purchaser; *provided, however,* Purchaser agrees that it will not request, and Seller is under no obligation to provide, such Account Documents, affidavits of debt and individual bills of sale for more than [REDACTED] of the number of Receivables sold hereunder in any one month. While the Seller makes no guarantees as to the

availability of all Account Documents and the Purchaser acknowledges that Seller shall have no liability to Purchaser for the failure to produce all Account Documents, the Seller has represented that it will deliver Account Documents with respect to not less than [REDACTED] of the Purchased Receivables. Following the earlier to occur of (a) twelve (12) months from the Closing Date, or (b) delivery of Account Documents constituting [REDACTED] of the number of accounts associated with the Purchased Receivables, the Seller shall furnish such Account Documents at a cost of [REDACTED] per copy. With respect to any amounts that become due pursuant to this Section, Seller shall, from time to time, provide Purchaser with an invoice setting forth the total amount due. Seller must receive payment from Purchaser within sixty (60) days from the date of the invoice. If payment is not received by Seller within the sixty (60) day period, a late fee equal to five percent (5%) of the amount due will be assessed."

Section 2. Conflict; Incorporation of Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall control and govern the rights and obligations of the parties to the Agreement in connection with the Transaction. In all other respects, the Agreement is hereby republished and reaffirmed in its entirety and the terms and conditions of the Agreement shall remain in full force and effect.

Section 3. Miscellaneous.

(a) Governing Law. This Addendum shall be governed by and construed under the laws of the State of Nevada as such laws are applied to agreements entered into and to be performed entirely within such State, without reference to the conflict of laws provisions thereof.

(b) Enforceability of Addendum. Should any one or more of the provisions of this Addendum be determined to be illegal or unenforceable, all other provisions, nevertheless, shall remain effective and binding on the Parties hereto and such provisions shall be deemed revised to the minimum extent necessary to render it enforceable. If the illegality, invalidity or enforceability of any part, provision, representation or warranty of this Addendum shall deprive any Party hereto of the economic benefit intended to be conferred by this Addendum, the Parties hereto shall negotiate in good faith to develop a structure the economic effect of which is as nearly as possible the same as the economic effect of this Addendum without regard to such invalidity.

(c) Titles. Titles of the Sections of this Addendum are merely for convenience in reading and shall be deemed not to be a part of this Addendum and shall be ignored in construing any provision hereof.

(d) Successors and Assigns. This Addendum shall be binding upon and shall

inure to the benefit of the Parties and their respective successors, assigns, heirs, executors and administrators and other legal representatives.

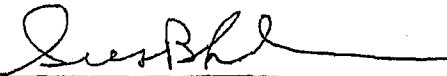
(e) Counterparts; Electronic Delivery. This Addendum may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. Delivery of this Addendum by any Party may be effected by transmitting an executed counterpart of this Addendum by facsimile or electronic mail in lieu of delivering a counterpart of this Addendum with such Party's original signature affixed thereto. A Party availing itself of electronic delivery intends to bind itself to the terms of this Addendum by its delivery in such manner and acknowledges and agrees that the other Party will and is entitled to rely on such Party's electronic delivery for all purposes.

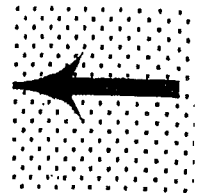
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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the Effective Date.

Seller:

HSBC CARD SERVICES (III) INC.,
a Nevada corporation

By: 
Susan B Solomon
Vice President – Assistant Secretary



Purchaser:

MAIN STREET ACQUISITION CORP.,
a Nevada corporation


By: 
Brett M. Samsky
Chief Executive Officer

EXHIBIT A

BILL OF SALE

HSBC CARD SERVICES (III) INC., a Nevada corporation (the "*Seller*"), for value received and pursuant to the terms and conditions of the Receivables Purchase Agreement, dated as of February 20, 2009, as amended by the First Amendment to Receivables Purchase Agreement, dated as of April 28, 2009, and supplemented by Addendum A to Receivables Purchase Agreement, dated as of July 15, 2009 (collectively, the "*Agreement*"), by and between Seller and MAIN STREET ACQUISITION CORP., a Nevada corporation (the "*Purchaser*"), does hereby sell, assign and convey to Purchaser, its successor and assigns, all right, title and interest of Seller in and to those certain Purchased Receivables listed on the Sale Files attached as Exhibit A hereto, without recourse and without representation of, or warranty of, collectability, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this ____ day of July, 2009.

HSBC CARD SERVICES (III) INC.,
a Nevada corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to (or affirmed) before me on this ____ day of July, 2009, by _____ of HSBC CARD SERVICES (III), 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: _____ [Seal]

EXHIBIT B

CLOSING STATEMENT

HSBC CARD SERVICES (III) INC.

This transaction consists of Charged Off Receivables being purchased by MAIN STREET ACQUISITION CORP., a Nevada corporation (the "*Purchaser*"), from HSBC CARD SERVICES (III) INC., a Nevada corporation (the "*Seller*"), pursuant to the terms and conditions of that certain Receivables Purchase Agreement, dated as of February 20, 2009, as amended by the First Amendment to Receivables Purchase Agreement, dated as of April 28, 2009, and supplemented by Addendum A to Receivables Purchase Agreement, dated as of July 15, 2009 (collectively, the "*Agreement*"), by and between Purchaser and Seller. For the purpose of this Closing Statement, the Sale File date shall be _____, 2009.

- A. On the Closing Date, July 22, 2009, the Purchaser shall pay to the Seller, by wire transfer or otherwise immediately available funds, an amount which equals [REDACTED] ([REDACTED] x [REDACTED]), calculated in accordance with Section 1(d) of the Addendum.
- B. Seller agrees to transfer the Purchased Receivables, as set forth on Exhibit A of the Bill of Sale, to Purchaser on the Closing Date.

Funds must be wired as follows:

HSBC
Buffalo, NY

ABA (Routing) Number: [REDACTED]

Credit Bank Account Name: HCS Main Depository
Or HCS Custodian - IL

Credit Bank Account Number: [REDACTED]

All funds must be delivered via wire transfer.

HSBC CARD SERVICES (III) INC.

MAIN STREET ACQUISITION CORP.

By: _____
Name: _____
Title: _____

By: _____
Name: Brett M. Samsky
Title: Chief Executive Officer

EXHIBIT C

SALE FILE LAYOUT

ACCTNUM	/* RECEIVABLE NUMBER
NAME1	/* PRIMARY CARDHOLDER NAME
NAME2	/* SECONDARY CARDHOLDER NAME
ADDRESS1	/* ADDRESS LINE 1
ADDRESS2	/* ADDRESS LINE 2
CITY	/* CITY
STATE	/* STATE
ZIP	/* ZIP CODE
SSN	/* PRIMARY CARDHOLDER SSN
HMPHONE1	/* PRIM CH HOME PHONE
WKPHONE1	/* PRIM CH WORK PHONE
HMPHONE2	/* SEC CH HOME PHONE
WKPHONE2	/* SEC CH WORK PH
LPA	/* LAST PAYMENT AMOUNT
LPD	/* LAST PAYMENT DATE
OPENDATE	/* RECEIVABLE OPEN DATE
SSN2	/* SEC CH SOCIAL SECURTY NUMBER
LPURCH\$	/*LAST PURCHASE AMOUNT
LPURCHDT	/* LAST PURCHASE DATE
BLK1	/* INTERNAL BLOCK CODE 1
BLKDATE	/* BLOCK CODE 1 DATE
BLK2	/* INTERNAL BLOCK CODE 2
USERCODE	/* INTERNAL USER CODE
BALANCE	/* CURRENT BALANCE
CYCLE	/* CYCLE DAY
LIABLE	
DEL AS OF	/* DAYS DELIQ AS OF DATE
# DAYS DEL	/* # OF DAYS DELIQUENT
DT 1ST DEL	/* DATE RECEIVABLE 1ST WENT DELIQ
PORTFOLO	/* PORTFOLIO INDICATOR
ENTITY	
DOB	/*DATE OF BIRTH (IF AVAILABLE)
CHG OFF	/*ORIGINAL CHARGE OFF AMOUNT
STMTDATE	
STMTBAL	

**SECOND AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT
BY AND BETWEEN
HSBC CARD SERVICES (III) INC.
AND
MAIN STREET ACQUISITION CORP.**

THIS SECOND AMENDMENT (this "Second Amendment") to that certain RECEIVABLES PURCHASE AGREEMENT, dated as of February 20, 2009 (the "Purchase Agreement"), by and between HSBC CARD SERVICES (III) INC. (hereinafter referred to as "Seller") and MAIN STREET ACQUISITION CORP., a Nevada corporation ("Purchaser"), is made and entered into effective as of July 17, 2009.


AGREEMENT

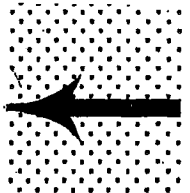
In consideration of the mutual agreements and covenants set forth below, the parties agree that the Agreement is amended by this Second Amendment as of February 20, 2009 as follows:

1. For all purposes of the Agreement, the Sale File provided by the Seller to the Purchaser prior to each Closing shall list for each Charged Off Receivable the information set forth in the file layout attached hereto as Exhibit A.
2. The Agreement, as amended, supersedes and replaces any prior agreement between the parties.
3. All capitalized terms used in this Second Amendment that are defined in the Agreement shall have the same meanings in this Second Amendment as in the Agreement, unless otherwise defined in this Second Amendment.
4. The parties hereby ratify and confirm the Agreement, as further amended by this Second Amendment, for all purposes.

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Second Amendment to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

HSBC CARD SERVICES (III) INC.

By: 
Name: Susan Solomon
Title: Vice President - Asst Secretary



MAIN STREET ACQUISITION CORP.


By: 
Name: Brett M. Samsky
Title: Chief Executive Officer

EXHIBIT A

PURCHASE FILE LAYOUT

ACCTNUM	/* RECEIVABLE NUMBER
NAME1	/* PRIMARY CARDHOLDER NAME
NAME2	/* SECONDARY CARDHOLDER NAME
ADDRESS1	/* ADDRESS LINE 1
ADDRESS2	/* ADDRESS LINE 2
CITY	/* CITY
STATE	/* STATE
ZIP	/* ZIP CODE
SSN	/* PRIMARY CARDHOLDER SSN
HMPHONE1	/* PRIM CH HOME PHONE
WKPHONE1	/* PRIM CH WORK PHONE
HMPHONE2	/* SEC CH HOME PHONE
WKPHONE2	/* SEC CH WORK PH
LPA	/* LAST PAYMENT AMOUNT
LPD	/* LAST PAYMENT DATE
OPENDATE	/* RECEIVABLE OPEN DATE
SSN2	/* SEC CH SOCIAL SECURITY NUMBER
LPURCH\$	/*LAST PURCHASE AMOUNT
LPURCHDT	/* LAST PURCHASE DATE
BLK1	/* INTERNAL BLOCK CODE 1
BLKDATE	/* BLOCK CODE 1 DATE
BLK2	/* INTERNAL BLOCK CODE 2
USERCODE	/* INTERNAL USER CODE
BALANCE	/* CURRENT BALANCE
CYCLE	/* CYCLE DAY
LIABLE	/* CO-OBLIGOR (Y/N)
DEL AS OF	/* DAYS DELIQ AS OF DATE
# DAYS DEL	/* # OF DAYS DELIQUENT
DT 1ST DEL	/* DATE RECEIVABLE 1ST WENT DELIQ
PORTFOLIO	/* PORTFOLIO INDICATOR
ENTITY	/* HSBC INTERNAL CODE
CH1 DOB	/*DATE OF BIRTH (IF AVAILABLE)
CHG_OFF	/*ORIGINAL CHARGE OFF AMOUNT
STMTDATE	/*LAST STATEMENT DATE
STMTBAL	/* LAST STATEMENT BALANCE