SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made as of the 13th day of December, 2006, by King-Fischer, Ltd., a Texas limited partnership (hereinafter called "Debtor"), whose principal place of business and chief executive office, (as those terms are used in the Code) is located at 1245 S. Main Street, Suite 100, Grapevine, Texas 76051 and whose tax identification number is 20-2263098, in favor of THE FROST NATIONAL BANK, a national banking association ("Secured Party"), whose address is P.O. Box 1600, San Antonio, Texas 78296. Debtor hereby agrees with Secured Party as follows:

1. *Definitions*. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "Obligor" shall mean Debtor.

(b) The term "Code" shall mean the Texas Business and Commerce Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(c) The term "Collateral" shall mean all of the personal property of Debtor as set forth below (as indicated), wherever located, and now owned or hereafter acquired:

(i) All "accounts", as defined in the Code (including health-care-insurance receivables), together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

(ii) All "inventory" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(iii) All "general intangibles" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by Debtor or used in Debtor's business.

(iv) All "instruments" as defined in the Code (including promissory notes), and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(v) All "chattel paper" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(vi) All "deposit accounts" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

The term Collateral, as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

(d) The term "Indebtedness" shall mean (i) all indebtedness, obligations and liabilities of Obligor to Secured Party of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, and regardless of whether such indebtedness, obligations and liabilities may, prior to their acquisition by Secured Party, be or have been payable to or in favor of a third party and subsequently acquired by Secured Party (it being contemplated that Secured Party may make such acquisitions from third parties), including without limitation all indebtedness, obligations and liabilities of Obligor to Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement or otherwise, including, without limitation that one certain promissory note dated December 13, 2006, in the original principal amount of $10,000,000.00 executed by Obligor and payable to the order of Secured Party, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Obligor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

(e) The term "Loan Documents" shall mean all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness.

(f) The term "Obligated Party" shall mean any party other than Obligor, including, without limitation, Debtor, who secures, guarantees and/or is otherwise obligated to pay all or any portion of the Indebtedness.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code.

2. *Security Interest.* As security for the Indebtedness, Debtor, for value received, hereby pledges and grants to Secured Party a continuing security interest in the Collateral.

3. *Representations and Warranties.* In addition to any representations and warranties of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor hereby represents and warrants the following to Secured Party:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, by all necessary partnership action, to the extent Debtor is a partnership, or by all necessary limited liability company action, to the extent Debtor is a limited liability company.

(b) Accuracy of Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is true and correct. The exact legal name, social security number (if applicable), tax identification number, employee identification number and organization number of Debtor is correctly shown in the first paragraph hereof.

(c) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens. Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party.

(e) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws, partnership agreement, articles or certificate of organization, or regulations as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. To the extent permitted in the Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

(g) Location/Identity. Debtor's principal residence or place of business and chief executive office (as those terms are used in the Code), as the case may be is located at the address set forth on the first page hereof. Except as specified elsewhere herein, all Collateral and records concerning the Collateral shall be kept at such address. Debtor's organizational structure, state of organization, and organizational number (the "Organizational Information") are as set forth on the first page hereof. Except as specified herein, the Organizational Information shall not change.

(h) Solvency of Debtor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement, (i) Debtor is and will be solvent, (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent), (iii) Debtor is paying and will continue to be able to pay its debts as they mature, and (iv) if Debtor is not an individual, Debtor has and will have sufficient capital to carry on Debtor's businesses and all businesses in which Debtor is about to engage.

(i) Exclusion of Certain Collateral. Unless otherwise agreed by Secured Party, the Collateral does not include any aircraft, watercraft or vessels, railroad cars, railroad

equipment, locomotives or other rolling stock intended for a use related to interstate commerce.

4. *Affirmative Covenants*. In addition to all covenants and agreements of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) Ownership and Liens. Debtor will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted herein or by the other Loan Documents. Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Debtor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, for the purpose of terminating any financing statements currently filed with respect to the Collateral. Debtor will defend at its expense Secured Party's right, title and security interest in and to the Collateral against the claims of any third party.

(b) Further Assurances. Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) executing (if requested) and filing such financing or continuation statements, or amendments thereto; and (B) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Secured Party.

(c) Inspection of Collateral. Debtor will keep adequate records concerning the Collateral and will permit Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(d) Payment of Taxes. Debtor (i) will timely pay all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will timely pay all lawful claims which, if unpaid, might become a lien or

charge upon the Collateral or any part thereof, and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Debtor may, however, delay paying or discharging any such taxes, assessments, charges, claims or liabilities so long as the validity thereof is contested in good faith by proper proceedings and provided Debtor has set aside on Debtor's books adequate reserves therefor; provided, however, Debtor understands and agrees that in the event of any such delay in payment or discharge and upon Secured Party's written request, Debtor will establish with Secured Party an escrow acceptable to Secured Party adequate to cover the payment of such taxes, assessments and governmental charges with interest, costs and penalties and a reasonable additional sum to cover possible costs, interest and penalties (which escrow shall be returned to Debtor upon payment of such taxes, assessments, governmental charges, interests, costs and penalties or disbursed in accordance with the resolution of the contest to the claimant) or furnish Secured Party with an indemnity bond secured by a deposit in cash or other security acceptable to Secured Party. Notwithstanding any other provision contained in this Subsection, Secured Party may at its discretion exercise its rights under Subsection 6(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) Mortgagee's and Landlord's Waivers. Debtor shall cause each mortgagee of real property owned by Debtor and each landlord of real property leased by Debtor to execute and deliver agreements satisfactory in form and substance to Secured Party by which such mortgagee or landlord waives or subordinates any rights it may have in the Collateral.

(f) Control Agreements. Debtor will cooperate with Secured Party in obtaining a control agreement in form and substance satisfactory to Secured Party with respect to Collateral consisting of:

(i) Deposit Accounts; and

(ii) Electronic chattel paper.

(g) Accounts and General Intangibles. Debtor will, except as otherwise provided in Subsection 6(e), collect, at Debtor's own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, Debtor may and, at Secured Party's direction, will take such action not otherwise forbidden by Subsection 5(e) as Debtor or Secured Party may deem necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Debtor will also duly perform and cause to be performed all of its obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles. Debtor also covenants and agrees to take any action and/or execute

any documents that Secured Party may request in order to comply with the Federal Assignment of Claims Act, as amended.

(h) Chattel Paper, Documents and Instruments. Debtor will take such action as may be requested by Secured Party in order to cause any chattel paper, documents or instruments to be valid and enforceable and will cause all chattel paper to have only one original counterpart. Upon request by Secured Party, Debtor will deliver to Secured Party all originals of chattel paper, documents or instruments and will mark all chattel paper with a legend indicating that such chattel paper is subject to the security interest granted hereunder.

5. *Negative Covenants*. Debtor will comply with the covenants contained in this Section 5 at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) Transfer or Encumbrance. Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral to any party other than Secured Party, except for (A) sales and leases of inventory in the ordinary course of business, and (B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim; provided, however, the exceptions permitted in clauses (A) and (B) above shall automatically terminate upon the occurrence of an Event of Default.

(b) Impairment of Security Interest. Debtor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) Possession of Collateral. Debtor will not cause or permit the removal of any Collateral from its possession, control and risk of loss, nor will Debtor cause or permit the removal of any Collateral (or records concerning the Collateral) from the address on the first page hereof other than (i) as permitted by Subsection 5(a), or (ii) in connection with the possession of any Collateral by Secured Party or by its bailee. If any Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

(d) Goods. Debtor will not permit any Collateral which constitutes goods to at any time (i) be covered by any document except documents in the possession of the Secured

Party, (ii) become so related to, attached to or used in connection with any particular real property so as to become a fixture upon such real property, or (iii) be installed in or affixed to other goods so as to become an accession to such other goods unless such other goods are subject to a perfected first priority security interest under this Agreement.

(e) Compromise of Collateral. Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate upon the occurrence of an Event of Default or upon Secured Party's written request. Debtor shall provide to Secured Party such information concerning (i) any adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) Financing Statement Filings. Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed in one or more of the following jurisdictions: the location of Debtor's principal residence, the location of Debtor's place of business, the location of Debtor's chief executive office, or other such place as the Debtor may be "located" under the provisions of the Code; where Debtor maintains any Collateral, or has its records concerning any Collateral, as the case may be. Without limitation of any other covenant herein, Debtor will neither cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Debtor's principal residence, the location of Debtor's place of business, or the location of Debtor's chief executive office, as the case may be, to a jurisdiction other than as represented in Subsection 3(g), nor will Debtor change its name or the Organizational Information as represented in Subsection 3(g), unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

Without limiting Secured Party's rights hereunder, Debtor authorizes Secured Party to file financing statements and amendments thereto under the provisions of the Code as amended from time to time.

(g) Marking of Chattel Paper. Debtor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to Secured Party indicating that Secured Party has a security interest in the Chattel Paper.

6. *Rights of Secured Party*. Secured Party shall have the rights contained in this Section 6 at all times during the period of time this Agreement is effective.

(a) Additional Financing Statements Filings. Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) Power of Attorney. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, after the occurrence of an Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to obtain and adjust insurance required by Secured Party hereunder; (ii) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral.

(c) Performance by Secured Party. If Debtor fails to perform any agreement or obligation provided herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Debtor on demand.

(d) Debtor's Receipt of Proceeds. All amounts and proceeds (including instruments and writings) received by Debtor in respect of such accounts or general intangibles shall be received in trust for the benefit of Secured Party hereunder and, upon request of Secured Party, shall be segregated from other property of Debtor and shall be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in such manner as Secured Party deems appropriate in its sole discretion.

(e) Notification of Account Debtors. Secured Party may at its discretion from time to time notify any or all obligors under any accounts or general intangibles (i) of Secured Party's security interest in such accounts or general intangibles and direct such obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party, and (ii) to verify the accounts or general intangibles with such

obligors. Secured Party shall have the right, at the expense of Debtor, to enforce collection of any such accounts or general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor.

7. *Events of Default*. Each of the following constitutes an "Event of Default" under this Agreement:

(a) Default in Payment. The failure, refusal or neglect of Obligor to make any payment of principal or interest on the Indebtedness, or any portion thereof, as the same shall become due and payable; or

(b) Non-Performance of Covenants. The failure of Obligor or any Obligated Party to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the other Loan Documents; or

(c) Default Under other Loan Documents. The occurrence of an event of default under any of the other Loan Documents; or

(d) False Representation. Any representation contained herein or in any of the other Loan Documents made by Obligor or any Obligated Party is false or misleading in any material respect; or

(e) Default to Third Party. The occurrence of any event which permits the acceleration of the maturity of any indebtedness owing by Obligor or any Obligated Party to any third party under any agreement or undertaking; or

(f) Debtor's Bankruptcy or Insolvency. If Obligor or any Obligated Party: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days

any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party.

(g) Execution on Collateral. The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor; or

(h) Abandonment. Debtor abandons the Collateral or any portion thereof; or

(i) Action by Other Lienholder. The holder of any lien or security interest on any of the assets of Debtor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder;

(j) Liquidation, Death and Related Events. If Obligor or any Obligated Party is an entity, the liquidation, dissolution, merger or consolidation of any such entity or, if Obligor or any Obligated Party is an individual, the death or legal incapacity of any such individual; or

(k) Search Report. Secured Party shall receive at any time following the execution of this Agreement a search report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

8. *Remedies and Related Rights*. If an Event of Default shall have occurred, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Debtor hereby consents to any such appointment; and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code, Secured Party shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indebtedness.

In the event Secured Party shall elect to sell the Collateral, Secured Party may sell the Collateral without giving any warranties as and shall be permitted to specifically disclaim any warranties of title or the like. Further, if Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the Indebtedness. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale. Debtor agrees that in the event Debtor or any Obligor is entitled to receive any notice under the Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the first page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Application of Proceeds. If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Secured Party in connection with (A) the administration of the Loan Documents, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (C) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) by holding such cash and proceeds as Collateral;

(v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.615(a)(3) of the Code or any other applicable statutory provision); and

(vi) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(c) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Obligor and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents, to the full extent permitted by the Code.

(d) Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

(e) Other Recourse. Debtor waives any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party. Debtor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Debtor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Debtor shall have no right of subrogation and Debtor waives the right to enforce any remedy which Secured Party has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party. Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

9. *Indemnity*. As provided in the Code, Debtor hereby indemnifies and agrees to hold harmless Secured Party, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising in connection with the Loan Documents, the Indebtedness or the Collateral (including without limitation, the enforcement of the Loan Documents and the defense of any Indemnified Person's actions and/or inactions in connection with the Loan Documents). The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

10. *Miscellaneous*.

(a) Entire Agreement. This Agreement contains the entire agreement of Secured Party and Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party

shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) Amendment. No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is authenticated by the party against whom it is sought to be enforced, except to the extent of amendments specifically permitted by the Code without authentication by the Debtor or Obligor.

(c) Actions by Secured Party. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Debtor hereunder.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by Debtor therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances.

(e) Costs and Expenses. Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses (including without limitation, attorneys' fees and expenses), which Secured Party may incur in connection with (i) the transactions which give rise to the Loan Documents, (ii) the preparation of this Agreement and the perfection and preservation of the security interests granted under the Loan Documents, (iii) the administration of the Loan Documents, (iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (v) the exercise or enforcement of any of the rights of Secured Party under the Loan Documents, or (vi) the failure by Debtor to perform or observe any of the provisions hereof.

(f) GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

(g) Venue. This Agreement has been entered into in the county in Texas where Secured Party's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) No Obligation. Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Obligor.

(j) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

(k) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the heirs, executors, administrators, personal representatives, successors and assigns of Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, Secured Party may pledge, assign or otherwise transfer the

Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(l) Cumulative Rights. All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Secured Party under the Code.

(m) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

EXECUTED as of the date first written above.

DEBTOR:

KING-FISCHER, LTD.

Burgandy Holdings Management, L.L.C., general partner

By: _____
Neil A. Patel, Member

JBL Management Inc., general partner

By: _____
Jay B. Ledford, President

SECURED PARTY:

THE FROST NATIONAL BANK, a national banking association

By: _____
Printed Name: Mark Spriggs
Title: Market President

RECEIVABLES PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of October 1, 2008, by LP Investments, Ltd., ("Seller") and Elmhurst Receivables, LLC ("Purchaser").

WHEREAS, Seller desires to sell certain of its charged-off accounts to Purchaser and Purchaser desires to purchase such charged-off accounts, all on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

As used herein, capitalized terms have the following respective meanings:

"Account" means a charged-off receivable, account established for a Customer, on which there is an Unpaid Balance due and owing.

"Account Documents" means originals or copies of documents evidencing or memorializing any of the creation, terms, transactions, or status of an Account.

"Affidavit of Account" means an affidavit executed by an authorized representative of Seller or Prior Owner of the Account stating that the books and records of the Account show a Customer on an Account owes an Unpaid Balance.

"Available Accounts" means a charged-off receivable listed on Exhibit B, which Seller has previously purchased.

"Bill of Sale" means a bill of sale and assignment in the form of Exhibit "A" hereto, which will act to confirm transfer all of Seller's right title and interest in the Charged-off Accounts to the Purchaser.

"Customer" means the person or entity who or which is obligated to repay an Account, or if there are multiple persons or entities obligated to repay an Account, all such persons or entities collectively.

"Charged-off Account" means an Account which the Original Issuer has charged-off its books in accordance with usual and customary accounting practices, and which Account was subsequently sold and assigned to Seller, who is the owner and holder as of the Closing Date, and is identified with particularity on the electronic disc attached hereto as Exhibit "B."

"Closing Date" means October 1, 2008.

"Closing Statement" means a document in the form of Exhibit "H" hereto, specifying the aggregate Unpaid Balance of the Charged-off Accounts, the number of Charged-off Accounts, the Purchase Price Percentage, the Purchase Price, and the Closing Date.

"Cut-off Date" means October 1, 2008, or such subsequent monthly other date as may be agreed upon by the parties, and is the date which, prior to and through, all risk and right to the Charged-off Accounts and collections thereon shall lie with the Seller, and after which all risk and right to the Charged-off Accounts collections thereon shall lie with the Purchaser.

"Ineligible Account" means any Account which prior to the Cut-Off Date: (i) has been settled, satisfied, or been released, (ii) whose Customer has voluntarily or involuntarily become subject to bankruptcy proceedings, (iii) has been charged off as a fraudulent Account, (iv) whose Customer is deceased, (v) the Seller does not have clear title to, or (vi) is the subject of pending litigation.

"Original Issuer" means a person that issues credit cards or consumer loans, or its affiliates, subsidiaries, acquired entities, or joint ventures, as may be applicable.

"Payment Schedule" means payment terms as presented in Exhibit "C".

"Prior Owner" shall mean any person that was an owner and holder of a Charged-off Account prior to Seller, including their subsidiaries and/or affiliates.

"Proprietary Information" means Seller's books, records, documents, this Agreement, and all other information of any type furnished by whatever means to Purchaser relative to any Accounts or otherwise pursuant to this Agreement, but does not include information that (a) is generally known and distributed by publication, commercial use or otherwise through no fault of Purchaser, (b) is lawfully obtained by Purchaser from a third party who has the right to make such disclosure, or (c) is released for publication by the Seller in writing.

"Purchase Price" means the total amount paid by Purchaser to Seller, in U.S. Dollars, in consideration for the assignment of the Charged-off Accounts, calculated by multiplying the aggregate Unpaid Balances of the Charged-off Accounts on the Closing Date by the Purchase Price Percentage.

"Purchase Price Percentage" means 2.65% by which the aggregate Unpaid Balances of the Charged-off Accounts is multiplied to determine the Purchase Price.

"Purchaser" means Elmhurst Receivables, LLC.

"Seller" means LP Investments, Ltd.

"Unpaid Balance" means, as to any Charged-off Account at the time of charge-off, the total outstanding unpaid principal balance due and owing, less payments subsequently received, as shown on Seller's books and records.

2. Sale of Accounts

(a) Subject to the terms and conditions of this Agreement and Exhibits, on the Closing Date Seller will sell to Purchaser the Charged-off Accounts. and assign and transfer to Purchaser all of its rights, title and interest in and to the Charged-off Accounts.

(b) In consideration for the sale by Seller to Purchaser of the Charged-off Accounts, Purchaser agrees to pay Seller the Purchase Price by wire transfer of immediately available funds in accordance with Seller's wire instructions.

(c) On the Closing Date, Seller shall deliver to Purchaser the Bill of Sale and any and all Account Documents in Seller's possession.

3. Placement for Collections

Purchaser shall continue to place with the current third party collection agencies utilized by Seller those Accounts for which Seller has received at least one payment prior to the Cut-Off date. Seller shall also have the option of performing payment processing on such accounts under a lock box services agreement with Purchaser, a term of which shall be that monthly Seller will provide to Purchaser a combined agency remittance report that for the preceding month sets forth both gross collections as well as third party agency fees.

4. Reimbursement of Ineligible Accounts

Seller shall use its best efforts to determine that the Charged-off Accounts do not include any Ineligible Accounts. If, within 180 days following the Cut-off Date, it is determined that Ineligible Accounts were included in the Charged-off Accounts, then the Seller agrees to reimburse the Purchaser in an amount equal to (i) accounts that, as of Cut Off Date are out of statute, equal to 0.001655 (ii) Accounts that, as of Cut Off Date are in statute and that are not paying, equal to .031608 (iii) Accounts that, as of Cut Off Date are currently paying, equal to .20 of the Unpaid Balance of such Ineligible Account(s), less any collections received by Purchaser on such Ineligible Account(s). Purchaser shall deliver or "put back" such Ineligible Accounts to Seller one time per month only. Seller shall credit the refund pro-rata over the remaining payments on the Payment Schedule. Any payments received by Purchaser on such Accounts will be promptly forwarded to Seller. Purchaser shall provide Seller with reasonable written documentation needed by Seller to verify the status of any Ineligible Account. Purchaser agrees to provide information regarding the Ineligible Account on such forms and in such manner as may be required by Seller. Purchaser understands that ineligible Accounts may inadvertently

be included in the Accounts. The remedy in this Section 4 is the sole remedy of Purchaser with respect to ineligible Accounts, and the inclusion of an ineligible Account shall not be deemed a breach of warranty, representation or covenant by Seller giving rise to any other claim or remedy for Purchaser.

5. **Representations and Warranties**

Seller warrants that all data, including but not limited to, balance, date of charge-off, date of last payment and loan type, supplied to Purchaser is true and accurate to the best of Seller's knowledge, and that Seller has not altered in any way the integrity of the data. Purchaser understands and acknowledges that Seller originally received the data from a Prior Owner, and that Seller has relied on the accuracy of such data.

Buyer agrees and acknowledges that this sale of Accounts is made "as-is" without recourse or representation as to the character, accuracy or sufficiency of information or collectability, expressed or implied. Buyer agrees to comply, and to cause any assignee to comply, with all applicable state and federal regulations, including, but not limited to the Gramm Leach Bliley Act, and all debt collection laws and regulations. Buyer further agrees that neither it, nor its employees, agents, or representative of any type, will contact the originators or Original Issuer, without the written consent of the Seller.

In the performance of its collection efforts, and in the course of collection of the Charged-off Accounts, Purchaser, as owner and holder of the Accounts, agrees at all times to conform with all requirements, all applicable federal, state and local laws, rules and regulations applicable to the conduct of such activities, including, without limitation, the requirements of the federal Fair Debt Collection Practices Act, the federal Consumer Credit Protection Act, and the federal Fair Credit Reporting Act.

Seller warrants that before the Closing Date, any actions that Seller may have taken as to reporting, collecting, and enforcing the Accounts were done in compliance with applicable state and federal laws, rules, and regulations, including but not limited to, the federal Fair Debt Collection Practices Act, the federal Consumer Credit Protection Act, and the federal Fair Credit Reporting Act.

6. **Disclaimers Regarding Terms of Sale**

Except as expressly stated in Paragraph 4 and 5 of this Agreement, the sale and transfer of Accounts to Purchaser from Seller pursuant to this Agreement is expressly made without recourse, and without warranty of any kind or character, including, but not limited to warranties pertaining to collectability, or accuracy or sufficiency of information furnished Purchaser. Seller has not made and makes no representation either with respect to this transaction or Accounts, other than those expressly set forth in this Agreement. Purchaser has made such independent investigation as Purchaser deems to be warranted into the nature, validity, enforceability, collectability and value of all such Accounts and all other facts it deems material to their 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 (either written or oral) of information furnished by Seller, other than as set forth in this Agreement.

7. **Arbitration**

In the event that dispute or controversy regarding this Agreement or the accomplishment or transactions hereunder is not resolved by good faith discussion between the parties, then the matter shall be resolved by binding arbitration conducted in accordance with the current commercial rules of the American Arbitration Association which arbitration shall be conducted in such location as may be agreed upon by both parties.

8. **Indemnification**

Purchaser agrees to indemnify, defend and hold such Seller and Prior Owner (including their respective officers, members, partners, predecessors in interest, successors in interest, directors, employees, stockholders, and agents) harmless from and against any claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses or other costs (including reasonable fees and disbursements of counsel) incurred or suffered by Seller by reason of a third party claim proximately arising out of any act or omission or any misconduct of Purchaser.

Seller agrees to indemnify, defend and hold Purchaser (including its respective officers, members, partners, predecessors in interest, successors in interest, directors, employees, stockholders, and agents) harmless from and against any claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses or other costs (including reasonable fees and disbursements of counsel) incurred or suffered by Purchaser by reason of a third party claim proximately arising out of any act or omission or any misconduct of Seller prior to the Closing Date.

9. **Limitation of Damages.**

Seller and Buyer shall not be liable to each other nor assume any obligation for incidental, consequential or special damages of any kind, related to lost profit, lost revenue, cost of capital, use of capital and/or lost services of each other.

10. **Seller's Right to Recall**

The parties acknowledge that there may be various, legitimate business or legal reasons for Seller to repurchase an Account. Therefore, Seller may in its sole discretion without limitation, recall any Account, including but not limited to, accounts which Seller determines may be the subject of litigation, threatened litigation, adversarial administrative action, or which are the subject of a recall request by a Prior Owner, upon notice to Purchaser any time after the Closing Date. Upon receipt of such notice, Purchaser shall immediately cease all communications with the Customer and other

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collection activity, cause its tradeline to be deleted from any credit reporting agencies as may be applicable, or cause such tradeline to reflect the Account as having been recalled to Seller. Within five (5) days of said recall notice, Purchaser shall return said Account to Seller. Seller shall pay to Purchaser the Purchase Price Percentage times the Unpaid Balance of the Account. This section shall survive the execution of this Agreement.

NO OBLIGATION TO REPURCHASE: OTHER THAN SELLER'S RIGHT TO RETAIN OR REPURCHASE AN ACCOUNT PURSUANT TO THIS SECTION 10 OR SELLER'S OBLIGATION TO REPURCHASE AN ACCOUNT PURSUANT TO SECTION 4, BUYER ACKNOWLEDGES AND AGREES THAT THE ACCOUNTS MAY BE UNENFORCEABLE ACCOUNTS AND MAY HAVE LITTLE OR NO VALUE AND THAT SELLER SHALL HAVE NO OBLIGATION TO REPURCHASE ANY ACCOUNT SOLD HEREUNDER.

11. **Relationship**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relations between the parties and no party shall have the right or authority to act for or on behalf of the other with respect to any matter.

12. **Notices**

Any and all notices/payments or other communications required or permitted under this Agreement shall be in writing and shall be delivered by Federal Express or similar carrier for delivery next business morning, addressed as follows:

Purchaser: Elmhurst Receivables, LLC
P.O. Box 416
East Rochester, NY 14445

Seller: LP Investments, LTD
1245 S. Main St, Suite 100
Grapevine, TX 76051
Attn: Nathan Sherrill

Nathan Sherrill (817-251-7000) shall be Seller's representative for information or issues concerning the Accounts.

13. **Account Documents**

To the extent that such documents are reasonably available and upon written request from Purchaser, Seller shall use reasonable efforts to provide Purchaser with the Account Documents on an as needed basis up to a maximum monthly number of

documents of 2.5% of the number of Charged-Off Accounts sold hereunder. There will be a $10.00 charge per document requested. Following delivery of Account Documents to Purchaser, payment for such Account Documents is due thirty (30) days from Seller's invoice date. If Purchaser files any legal action to collect on a Charged-Off Account and requests or subpoenas an officer or employee of Original Issuer, Prior Owner or Seller or an affiliate of them to appear at a trial, hearing or deposition to testify about the Charged-Off Account, the Purchaser shall pay the Original Issuer, Prior Owner or Seller or the affiliate, as the case may be, fifty dollars ($50.00) per hour for each hour or portion thereof that such employee is so engaged for the officer's or employee's time in traveling to, attending, and testifying at the trial, hearing, or deposition, whether or not the officer or employee is called as a witness. The Purchaser shall pay such compensation plus the officer's or employee's out-of-pocket, travel and other related expenses, unless such request or subpoena arises in connection with a loss, claim or expense for which Purchaser is entitled to indemnification by Seller hereunder in which event the employee shall appear at Seller's sole expense. Where reasonable and appropriate, Seller shall give Purchaser authorization to directly contact the Original Issuer or Prior Owner.

14. **Entire Agreement/Amendment**

This Agreement, including Exhibits, constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior written and oral proposals, understandings, agreements and representations of any kind between Seller and Purchaser including specifically a Collections Management Agreement between Seller and Purchaser dated as of September 1, 2008, all of which are expressly merged herein. No amendment of this Agreement shall be effective unless in writing and executed by each of the parties hereto.

15. **Confidentiality**

Purchaser expressly acknowledges and agrees that Seller's Proprietary Information shall be confidential at all times, including after any cancellation or termination of this Agreement. Purchaser will not release or otherwise divulge any Proprietary Information to any other person without the express written consent of Seller except: (i) to those persons, including Purchaser's employees, officers and agents, acting in concert with Purchaser to carry out the provisions of any Section of this Agreement; (ii) in response to a valid and binding subpoena or order of a court of competent jurisdiction; or (iii) any bona fide prospective investor or subsequent purchaser of the Charged-off Accounts. This section shall survive the execution of this Agreement.

16. **Use of Name of Seller or Prior Owner**

In any litigation which Purchaser takes to collect the monies owed on the Accounts, it shall use its own name and not the name of Seller or the Prior Owner in the caption or style of the action, unless required to do so. Purchaser shall not use the name of Seller or the Prior Owner in the operation of its collection of the Accounts, including but not limited to checks, drafts, letters and forms, except to identify the Prior Owner in

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the body of a collection letter or in telephone conversations with the Customer to help to identify the Charged-off Account.

When Purchaser initially undertakes to collect the Charged-off Accounts, Purchaser will inform the Customers from whom Purchaser attempts to collect the Accounts in writing, that Purchaser has purchased the Charged-off Account. Purchaser, nor it successors or assigns, nor anyone acting for Purchaser shall expressly or impliedly represent at any time that it, he or she is employed by or represents Seller or the Prior Owner as an independent or other agent or has any authority to act for or on behalf of Seller or Prior Owner. Purchaser agrees to impose a similar obligation on anyone who purchases or otherwise acquires any Charged-off Account from Purchaser.

17. **Prior Owner a Third Party Beneficiary**

The Prior Owners of the Charged-off Accounts shall be a third party beneficiary of this Agreement for all purposes.

18. **Closing**

Closing shall take place either 1) in the offices of Seller located at the address specified herein, 2) via facsimile, with original documents to be delivered promptly thereafter, or 3) in counterparts.

19. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

20. **Sophisticated Investor**

Purchaser represents and warrants that:

(a) It is a sophisticated investor, experienced in the purchasing and valuation of charged-off consumer debt such as the Charged-off Accounts;

(b) It is aware that the Charged-off Accounts have been written off by the Prior Owners, and may have no value whatsoever;

(c) It has knowledge and experience in financial and business matters that enable it to evaluate the merits and risks of the transaction contemplated by this Agreement;

(d) Purchaser's bid for and decision to purchase the Charged-off Accounts pursuant to this Agreement is and was based on Purchaser's own independent evaluation of information deemed relevant to Purchaser and Purchaser's independent evaluation of the Charged-off Accounts

(e) Purchaser was given the opportunity to inspect the Charged-off Accounts and related materials to Purchaser's complete satisfaction, and the information Purchaser reviewed was an adequate and sufficient basis on which to determine whether to purchase the Charged-off Accounts. Purchaser relied solely on its own investigation and has not relied upon any oral or written information provided by Seller, or its personnel, agents, representatives or independent contractors and Purchaser has not relied upon any statements other than those specifically contained in this Agreement. Seller does not represent, warrant or insure the accuracy or completeness of any information or its sources of information contained in the information sent to Purchaser.

21. **Sale or Transfer to a Third Party**

Purchaser shall conduct commercially reasonable and prudent due diligence on third party buyers and shall defend, indemnify and hold harmless Seller from any and all causes of action, claims, expenses or judgments incurred by Seller for which a third party buyer is partially or solely responsible.

22. **Tax Payments**

Purchaser will be responsible for any state, federal or local tax (including interest and penalties) or tax reporting that relates to its ownership of the Charged off Accounts on or after the Closing Date.

23. **Defaults and Remedies**

Each of the following events or occurrences described in this section 23 shall constitute an "Event of Default" under this agreement:

(a) failure on the part of Purchaser to make any payment, transfer or deposit on or before the date such payment, transfer or deposit is required to be made as per the Payment Schedule; or

(b) failure on the part of Purchaser to comply with the provisions of Section 2;

(c) Purchaser or any of its subsidiaries shall make an assignment for the benefit of creditors, or admit in writing its inability to pay or generally fail to pay its debts as they mature or become due, or shall petition or apply for the appointment of a trustee or other custodian, liquidator or receiver of Purchaser or any of its subsidiaries or of any substantial part of the assets of Purchaser or any of its subsidiaries or shall commence any case or other proceeding relating to Purchaser or any of its subsidiaries under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, or shall take any action to authorize or in furtherance of any of the foregoing, or if any such petition or application shall be filed or any such case or other proceeding shall be commenced against Purchaser or any of it subsidiaries and Purchaser or any of it subsidiaries shall indicate its approval thereof, consent thereto or acquiescence therein or

such petition or application shall not have been dismissed within forty-five (45) days following the filing thereof; or

Notwithstanding the foregoing, upon the occurrence of an Event of Default pursuant to subsection (c) above, the entire unpaid principal amount of the Purchase Price, and all other amounts payable to Seller under this Agreement shall be immediately due and payable without presentment, demand, protest or notice of any kind.

Upon the occurrence of any Event of Default hereunder, Seller may:

(a) exercise and enforce the right to take possession of the Charged-Off Accounts and each and every evidence thereof, proceeding without judicial process or by judicial process (without prior hearing or notice thereof, which Purchaser herby expressly waives), and the right to sell or otherwise dispose of the Charge-Off Accounts and have Purchaser make them available to Seller at a place to be designated by Seller which is reasonably convenient to both parties.

(b) exercise any other rights and remedies available to Seller by law or agreement or as set forth herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

LP Investments, Ltd.,

By: _____

Neil A. Patel
CEO and Managing Partner

Elmhurst Receivables, LLC

By: _____

Carl A. Steinbrenner
Secretary

EXHIBIT "A"

BILL OF SALE AND ASSIGNMENT

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereinafter LP Investments, Ltd., referred to as "Assignor," for good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, assign, sell, transfer, convey, and set over to Elmhurst Receivables, LLC, its successors and assigns, hereinafter referred to as "Assignee," all of its rights, title and interest in and to certain receivables, related documents evidencing security interest, liens or other security instruments or encumbrances executed, filed and/or created in conjunction with said Accounts and all other rights and documentation ancillary to said Accounts. Such Accounts are described in the attached appendix and referred to as Charged-Off Accounts in the Receivables Purchase and Sale Agreement ("Agreement") executed by the parties hereto and dated October 1, 2008, which Agreement is incorporated herein and made a part hereof as if fully set forth.

This Assignment is made without recourse or warranty except as otherwise provided in the Agreement and other rights, privileges and documentation referred to herein and all its terms and conditions are incorporated herein and made a part hereof as if fully set forth.

LP Investments, Ltd.,

By: _____
Neil A. Patel
CEO and Managing Partner

Elmhurst Receivables, LLC

By: _____
Carl Steinbrenner
Secretary

EXHIBIT "B"

CHARGED-OFF ACCOUNTS

Electronic Spreadsheet on CD Rom
(attached)

EXHIBIT "C"

PAYMENT SCHEDULE

Date	Payment
10/30/08	$982,650 (To be determined upon final closing)
11/29/08	$1,150,000
12/30/08	$825,000
01/30/09	$1,100,000
02/27/09	$900,000
03/30/09	$150,000
04/29/09	$800,000
05/30/09	$750,000
06/29/09	$750,000
07/30/09	$650,000
08/30/09	$650,000
09/29/09	$600,000

EXHIBIT "D"

CLOSING STATEMENT

Seller: **LP Investments, Ltd**
1245 S. Main St, Suite 100
Grapevine, TX 76051

Purchaser: **Elmhurst Receivables, LLC**
P.O. Box 416
East Rochester, New York 14445

Unpaid Balance:	Approximately $340,000,000.00
Number of Charged-off Accounts:	Approximately $170,000
Purchase Price Percentage:	$2.65%
Purchase Price:	Approximately $9,000,000.00

LOCK BOX AGREEMENT

THIS AGREEMENT ("Agreement") is executed effective as of October 1, 2008 by and between **Elmhurst Receivables, LLC**, a limited liability company, ("Creditor") and, **LP Investments, Ltd.**, a corporation, ("Manager"), with reference to the following:

WHEREAS, Creditor desires that amounts to be paid to it by debtors of certain charged-off receivables owned by Creditor as set forth in Exhibit "A" hereto ("Receivables") be collected and processed through a lockbox established for such payments; and

WHEREAS, Manager desires to perform such lockbox services with respect to such payments;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. **Deposits.**

All payments and amounts received with respect to the Receivables ("Payments") shall be collected by Manager. Manager shall direct that all Payments be deposited in Account No. 860010782 (the "Account") opened at the Hurst, TX branch location of Frost National Bank (the "Bank") in the name Manager.

2. **Assignment.**

Manager, to secure its obligations hereunder, does grant to Creditor a security interest in, and assign and transfer to and pledge with Creditor all right, title, and interest (whether legal, equitable or beneficial) in and to the Account and funds and deposits therein (collectively, the "Account Collateral")

3. **Withdrawals.**

(a). Before an Event of Default.

Before the occurrence of an Event of Default (as defined below), withdrawals or disbursements of funds in the Account shall be made only by Manager. Manager shall only use amounts withdrawn or disbursed from the Account as follows: (i), To pay to the Manager any payments due Manager under the Receivables Purchase and Sale Agreement effective of even date herewith between Creditor and Manager, and (ii) the remainder, if any, to be paid to Creditor and left as an appropriate reserve as approved by Creditor.

NP CAS

(b). After an Event of Default

Upon the occurrence of an Event of Default, Creditor may give notice of the Event of Default to Bank and thereafter withdrawals or disbursements from the account may be made only by Creditor.

4. Financial Reporting.

(a). Reports.

Manager shall submit to Creditor daily and weekly reports as Creditor may request and monthly reports on the cash flow from the Receivables and on such other matters as Creditor may request. Such monthly reports as to cash flow shall (i) be in such detail as Creditor may request; and (ii) be accompanied by copies of invoices, checks, bank notices, and statements relating to the Account, and such other supporting documents as Creditor shall request. Creditor shall have the right to conduct an audit at Creditor's expense on the matters set forth in the monthly reports and Manager shall cooperate with Creditor in performing the audit and shall make available such of its books and records relating to the Accounts as Creditor shall reasonably request.

(b). Meetings.

At Creditor's request, Manager shall consult with Creditor regarding activities and financial issues affecting the Accounts from time to time.

5. Power of Attorney.

Manager constitutes and irrevocably appoints Creditor the true and lawful attorney of Manager, with full power of substitution, to ask, demand, collect, receive, or receipt for any and all amounts which may be deposited in the Account, to execute any and all checks, drafts, withdrawal statements, accounts, or other orders for the payment of money drawn on the Account, and to endorse the name of Manager on all commercial paper given in payment or in part payment, and in its discretion to file any claim or take any other action or proceeding, either in its own name or in the name of Manager or otherwise, which Creditor may deem necessary or appropriate to protect and preserve the security interest of Creditor under this Agreement.

6. Events of Default.

As used in this Agreement, the term "Event of Default" shall mean any one or more of the following:

(a) The failure by Manager to keep or perform any of the terms or provisions of this Agreement.
(b) The levy of any attachment, execution, or other process against Manager or all or any part of the Account Collateral.

7. Remedies.

Upon the occurrence of an Event of Default, Creditor may at any time and from time to time and without demand or notice, withdraw and receive the Account Collateral. If there is a deficiency, Manager covenants and agrees promptly to pay the same to Creditor. Manager agrees that the disposition of the Account Collateral as set forth above is a commercially reasonable disposition of the Account Collateral and waives any rights it may have to receive notice of any such withdrawals or disbursements.

8. Waivers.

Manager waives any right to require Creditor to (a) make or give any presentment, demands for performances, notices of nonperformance, protests, notices of protest, or notices of dishonor in connection with the withdrawal of the Account Collateral, (b) proceed against or exhaust any other collateral, or (c) pursue any other remedy in Creditor's power.

9. Termination.

This Agreement shall remain in full force and effect until September 30, 2009.

10. Representation and Covenants.

Manager represents, warrants, and covenants that ownership of the Account Collateral is free and clear of all liens and encumbrances of any nature whatsoever and shall remain so during the term of this Agreement. Manager will not attempt to withdraw the Account Collateral and will not attempt to submit instructions to the Bank without the prior written consent of Creditor.

11. Further Assurances.

Manager shall execute and deliver such further assignments, notices, and other documents as Creditor may reasonably require from time to time to better assure, assign, and transfer to Creditor the rights now or hereafter intended to be granted to Creditor under this Agreement for carrying out the intention of facilitating the performance of the terms of this Agreement.

12. Costs and Expenses.

All costs and expenses, including reasonable attorneys' fees, incurred or paid by Creditor in exercising any right, power, or remedy conferred by this Agreement or in the enforcement thereof, shall be paid to Creditor by Manager immediately upon demand.

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13. Miscellaneous.

The rights, powers, and remedies of Creditor under this Agreement shall be in addition to all rights, powers, and remedies of Creditor at law or any other agreement or instrument. Any forbearance or failure or delay by Creditor in exercising any right, power, or remedy under this Agreement shall not be deemed to be a waiver of such right, power, or remedy, and any single or partial exercise of any right, power, or remedy under this Agreement shall not preclude the further exercise of it. This Agreement and all representations and warranties, powers, and rights it contains are binding upon and shall inure to the benefit of the parties here and their respective successors and assigns.

14. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS, the parties have executed this Agreement as of the date first set forth above.

LP Investments, Ltd.,

By: _____
Neil A. Patel
CEO and Managing Partner

Elmhurst Receivables, LLC

By: _____
Carl A. Steinbrenner
Secretary

Exhibit A

LIST OF RECEIVABLES

Electronic Spreadsheet on CD Rom
(attached)

BILL OF SALE AND ASSIGNMENT

LP Investments, Ltd. ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms of the Purchase Agreement dated October 14, 2008, does assign, sell, transfer, convey, and set over to Elmhurst Receivables, LLC ("Assignee"), its successors and assigns, all of Assignor's rights, title and interest in and to certain receivables (the "Accounts"). Such Accounts are described in the attached Appendix A.

Dated this 14th day of October 2008.

LP Investments, Ltd.
By: JBL Management, Inc.
Its general partner

By: _____
Jay B. Ledford, President

Payments and Credits For Receivables Purchase and Sale Agreement dated October 1, 2008

Parties: Seller LP Investments, Ltd. to Purchaser Elmhurst Receivables, LLC (a wholly owned subsidiary of Cooper Financial, LLC)

*Purchase for $9.3M of 170,000 delinquent credit card accounts with $340M aggregate unpaid principal balance

*Simultaneous collection agreement (Lock Box Agreement) for LPI to manage $15M in delinquent accounts having payoff plans (net collections credited against purchase p

*LPI is Still in Possession of $15M of Managed Collection Accounts Having A Market Value of $3.75M

Date	Credit For LPI Reported Managed Net Collections	Credit For Estimated Non-Reported Managed Net Collections Based on Standard Collection Methodology	Credit For Estimated LPI Fraudulent Collections on Non-Managed Accounts	Defective Account Credits	Payments Made to LPI via Frost Bank	Payments Made to LPI via DelMarva Capital	Indemnificaiton Credit For Legal Fees and Costs	Total Payments and Credits Applied to $9,307,650.00 Purchase Price
10/31/2008	$0.00					$425,000.00		$425,000.00
11/30/2008	$433,674.34				$0.00	$500,000.00		$933,674.34
12/30/2008	$242,798.01			$2,405,968.08	$161,689.00			$2,810,455.09
1/31/2009	$221,123.75				$188,092.48	$125,000.00		$534,216.23
2/28/2009	$216,427.97				$156,800.93	$250,000.00		$623,228.90
3/31/2009	$206,373.77				$159,705.41	$250,000.00		$616,079.18
4/30/2009	$224,983.47				$125,465.79			$350,449.26
5/31/2009	$145,484.29	$68,250.01			$85,415.08			$299,149.38
6/30/2009	$133,813.42	$69,234.16			$54,320.52			$257,368.10
7/31/2009	$123,638.93	$69,256.27			$42,147.50			$235,042.70
8/30/2009	$135,267.43	$47,983.01						$183,250.44
9/30/2009	$65,405.42	$108,682.50						$174,087.92
10/31/2009	$50,192.81	$115,190.71						$165,383.52
11/1/09 - 1/31/12		$2,355,633.99	$500,000.00	$150,000.00				$3,105,633.99
Totals	**$2,199,183.61**	**$2,834,230.66**	**$500,000.00**	**$2,555,968.08**	**$973,636.71**	**$1,550,000.00**	**$150,000.00**	**$10,763,019.06**
								$1,455,369.06 Estimated Amount Overpaid

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PLAINTIFF'S EXHIBIT

COOPER FINANCIAL, LLC
8070 BEECHMONT AVE., BUILDING A, SUITE 1
CINCINNATI, OH 45244

Frost Bank
100 W Houston Street
San Antonio, Texas 78205
Attn: Patrick B. Frost

Dear Mr. Frost:

I wanted to put in writing what has been conveyed to you previously.

In October 2008, Cooper Financial, LLC ("Cooper") through its subsidiary Elmhurst Receivables, LLC purchased approximately $340M in credit card paper from LP Investments, Ltd. ("LPI"). Cooper has paid over $9.3M for this paper and almost all of the accounts making up this paper have been fully collected on or sold off.

Cooper's position is similar to at least half a dozen other debt buyers who LPI marketed to and were sold debt portfolios to over the past several years in the ordinary course of business. We were all purchasers in good faith and, much like LPI, in turn sold much of what had been purchased in the ordinary course of our businesses.

My understanding is that in a Texas court proceeding against King-Fischer, Ltd. ("King-Fischer") and S&P Capital Investment, Ltd., et. al., the Frost National Bank (Frost") is taking the position that some of all the credit card paper sold by LPI to Cooper and others is subject to a security interest of Frost even though the security agreement was apparently with King-Fischer.

This is to make abundantly clear to you that even if Frost's agreements with King-Fischer somehow applied to LPI, all such sold portfolio paper was purchased in the ordinary course of business from LPI by our companies as bonafied purchasers without notice of any liens or security interests of any third parties. We will clearly assert such including that Frost is condoning LPI's fraud and in fact is engaging with LPI in continuing fraud to third party creditors and vigorously dispute any rights Frost may claim to such paper. We would further counterclaim for millions of dollars of damages as a result of Frost's claims which would immediately significantly tarnish and devalue the credit card paper.

Moreover, regardless of any alleged rights Frost may claim against Cooper and direct buyers from LPI going back to 2008, the simple fact of the matter is that now in March 2012 a large part of such paper has been fully settled and paid or is in the hand of many additional down line purchasers in the ordinary course of business who likewise are bonafied purchasers for value without notice.

Further, but also perhaps even more important, if the bulk of this paper was collected on with false information as to the creditor or by creditors not holding good title, such practices would constitute clear and unlawful misrepresentation and deception under the Fair Debt Collections Practice Act and subject all parties, including Frost and LPI, and any subsequent assignees from Frost and LPI, to class action lawsuits by debtor's attorneys and make all such credit card paper involved worthless and most likely a net liability.

I would suggest before any ill-considered legal action are taken by Frost, we sit down and candidly discuss the issues involved and attempt a resolution of the situation on a business basis. My discussions in the industry confirm other debt buyers who own or collect on former LPI paper also feel the same.

Sincerely,

Mark Gray
President

cc: William L. Medford
Anthony J. Renteria

QSLWM
QUILLING · SELANDER · LOWNDS · WINSLETT · MOSER

Michael J. Quilling
BOARD CERTIFIED
BUSINESS BANKRUPTCY LAW
AND CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

Telephone: 214.871.2100
Facsimile: 214.871.2111

March 29, 2012

Via Certified Mail – Return Receipt Requested

Mark Gray
Cooper Financial LLC
8070 Beechmont Ave.
Building A, Suite 1
Cincinnati, OH 45244

Re: Cause No. 141-258547-12; *The Frost National Bank v. Elmhurst Receivables, LLC.*; in the 141st Judicial District Court, Tarrant County, Texas

Dear Mr. Gray:

Please be advised that this law firm represents The Frost National Bank ("Frost"). Your undated letter addressed to Patrick Frost has been referred to me for response. So as to not belabor the issue, Frost categorically disputes and rejects the assertions in your letter. You are obviously misinformed factually and legally incorrect.

Curiously, the last paragraph of your letter suggests a meeting to discuss the situation yet you refused to attend the meeting which was scheduled to do that very thing and you likewise refused to attend a court hearing yesterday where you could have informed the court of your position. Frost has always been willing to discuss the situation but you have not.

In that you have not been willing to have a meeting, as I advised your counsel, Frost has already filed suit against Elmhurst Receivables, LLC. Should you so choose you can assert your baseless claims as counter-claims in that lawsuit. If you do, I caution you to fasten your seatbelt as the ride won't be over until I decide it is.

Sincerely,

Michael J. Quilling

MJQ/ja