

NCO

ATTORNEY NETWORK SERVICES AGREEMENT

This Agreement made this _____ day of _____, 200____, between Trauner, Cohen & Thomas, L.L.P. with a principal address of 2880 Dresden Dr. , Atlanta , GA 30341, (herein referred to as "Attorney" "you" or "your") and various creditors and/or debt purchasers (herein referred to as "Client") who have authorized NCO Financial Systems, Inc.'s Attorney Network Services (herein referred to as "we", "our" or "NCO") to retain counsel on their behalf and whose names will be reflected in a separate communication forwarding individual cases to you. Each Client has authorized NCO, as its agent, to engage you to provide legal services on behalf of such Client in connection with the collection of certain account balances owed by various debtors (herein referred to as the "Debtor").

In consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

1. Subject Matter

NCO, on behalf of the Client, hereby retains you to collect monies owed Client on unpaid and delinquent accounts referred to you by NCO during the term of this Agreement. If a conflict of interest precludes your acceptance of a particular matter, you will notify NCO, in writing, of the fact immediately. You agree to diligently pursue the collection of monies due on the referred accounts promptly and in accordance with applicable state and federal law as interpreted in your jurisdiction. You also agree to comply with NCO's Attorney Network Standard Operating Procedures, attached hereto and incorporated herein by reference as "Attorney Network SOP". NCO reserves the right to amend its Attorney Network SOP at any time with prior written notice to you, and your acceptance of the account or performance of any services on the account forwarded to you will serve as your acceptance of the SOP as amended.

2. Compensation/Fees

You will be compensated on a contingency basis, the percentage of which is designated in the attached Addendum. NCO reserves the right to change the contingency fee at any time with prior written notice to you. Your acceptance or performance of any services on the accounts forwarded to you will serve as your acceptance of the contingency fee terms stated or as modified.

Court costs shall be advanced by you and billed on a weekly basis to NCO. If applicable to the terms of representation in that case, NCO will reimburse these costs. The first recoveries received by you in any case are to be credited to NCO for the court costs amount previously billed in that case to NCO. Allocation of recoveries is subject to change if so directed by NCO. A contingent fee will not be payable on any account until NCO has been reimbursed its court costs in that case.

Attorney fees may be added to the account balance only if specifically provided for by the applicable credit agreement, and if so authorized, may not exceed the amount of your contingency fee.

All amounts collected from a Debtor must be remitted to NCO in gross, as agent for the Client. **NO DEDUCTION MAY BE MADE FOR FEES, EXPENSES, COURT COSTS OR ANY OTHER AMOUNT.** NCO will, in a timely manner, pay all your fees on the gross remit being posted in our offices and will reimburse you for approved costs and expenses. All payments shall be sent electronically unless prior permission has been obtained from NCO for an alternative method of payment.



You will not be entitled to a fee, contingent or otherwise, for recoveries reported in the first ten (10) days after the account is placed. This does not apply to recoveries received by your office, but only to direct payments reported to you, having been received by NCO, or by the Client directly.

All NSF transactions and payment corrections shall be presented within forty-five days (45) of the original transaction date. NCO will not accept NSF's or corrections and the attorney will not be reimbursed without prior permission of the client and NCO.

All reimbursement disputes for commission and cost must be presented with sixty (60) days of the transaction. It is the firm's responsibility to reconcile all discrepancies within sixty (60) days. NCO will not review or reimburse transactions that are not presented within sixty (60) days.

3. Remittance

Unless otherwise specified, all GROSS monies collected for all portfolio accounts including Non Sufficient Funds (NSFs) will be reported in the manner outlined in the Attorney Network Standard Operating Procedures. Remittances should at minimum be conducted weekly, or as otherwise specified by NCO.

4. Communications with Debtors

NCO reserves the right to review any written communication you deem appropriate to send to a Debtor. NCO reserves the right to review all pleadings prior to filing. Any requirements for advance review of correspondence or pleadings will be specified in a letter referring a particular matter to you.

5. Compliance with Laws

You agree that you will perform all services for each Client and for NCO in accordance with all applicable state and federal laws as well as applicable Rules of Professional Conduct. You acknowledge that you are familiar with all applicable federal, state and local laws pertaining to the collection of debts and consumer protection (collectively, the "Laws"), including but not limited to the Fair Debt Collection Practices Act (15 U.S.C. §1692, et seq.), the Gramm-Leach-Bliley Act (15 U.S.C. §6801, et seq.) the Health Insurance Portability and Accountability Act of 1996 (herein referred to as "HIPAA"), and the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). You have and will continue to maintain in force and in good standing all insurances, licenses, permits and authority required by any governmental entity to carry on your business and perform your obligations under this Agreement. You shall immediately notify NCO of any action taken by an individual, a regulatory agency, attorney, or court regarding violation of any regulations governing your debt collection practices. Additionally, you will maintain a complete history of complaints (both alleged and valid) and responses that shall be available for review by NCO at any time.

6. Insurance

During the term of this Agreement, you agree to maintain at your sole expense the below referenced insurance policies. Each policy shall be written with a financially sound and reputable insurer, and who meets with NCO's satisfaction. The below policy limits are intended as minimum threshold amounts, and it shall be your duty to maintain coverage above and beyond these minimum thresholds as is customarily the case in the normal course of business by law firms of similar size and type in your jurisdiction:

- a) Errors and Omissions Insurance Policy, in which the limit of aggregate coverage shall be not less than one million dollars (\$1,000,000.00),
- b) Employee Theft and Dishonesty Blanket Bond, in which the limit of coverage shall not be less than one hundred thousand dollars (\$100,000.00),

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c) Professional Liability Insurance, in which the limit of aggregate coverage shall be not less than one million dollars (\$1,000,000.00).

Each policy of insurance shall name NCO and Client as an additional insured, if requested by NCO, and shall not be canceled or amended for any cause without first giving NCO thirty (30) days prior written notice. A certificate of said insurance shall be delivered to NCO on or before the commencement of this Agreement, or at least ten (10) days prior to the expiration or cancellation of any policy that is replaced.

Additionally, for purposes of the bonding of claims, you must belong to one of the following:

- 1. The National List Of Attorneys
- 2. The American Lawyers Quarterly (ALQ)
- 3. The General Bar
- 4. Other _____

7. Confidentiality

You acknowledge that NCO and its Clients deem all information in your possession in connection with this Agreement (herein referred to as "information") and your performance hereunder to be strictly confidential. You acknowledge that NCO's and Client's identity are deemed to be confidential information, which shall not be disclosed to your other clients, but may be disclosed to Debtors in the ordinary course of collection efforts. You agree that you shall hold all information in strict confidence and shall not disclose any such information to any third party without the prior written consent of NCO, nor shall you use such information for any purpose whatsoever except as contemplated hereunder. NCO proprietary systems, including but not limited to eRecoverEase, are considered confidential and must not be shared with any other entity without prior written consent of NCO. This section seven (7) shall survive any termination of this agreement.

In the event of a violation of the provisions of this section, NCO shall be entitled, in addition to other rights and remedies it may have, to maintain an action for damages and permanent injunctive relief, it being agreed that the substantial and irrevocable damages which NCO would sustain upon any such violation are impossible to ascertain in advance and money damages would not provide an adequate remedy to NCO.

8. Non-exclusivity

It is expressly understood and agreed that this Agreement is non-exclusive, that NCO may employ the services of multiple law firms and that NCO may exercise absolute discretion with respect to the accounts referred to you for collection. It is further agreed that, in connection with the performance of this Agreement, any cost, other than usual fees, incurred by you whatsoever, including but not limited to changing your physical location, upgrading computer hardware and software, hiring additional personnel or altering forms used in the collection process shall be borne exclusively by you. You waive any right you may have or which you believe may exist to recover such costs from NCO.

9. Staff Qualifications

You warrant that all persons assigned by you to the performance of this contract shall be employees of your firm and shall be fully qualified to perform the work required. You shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract, such Subcontractor being approved, in advance, by NCO.

10. Nondiscrimination and Workplace Safety



You agree to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

11. Indemnification

You agree to indemnify, defend and hold harmless NCO, the applicable Client, and their respective parent companies, subsidiaries, affiliates, officers, directors, employees and agents from and against any and all claims, causes of action, demands, judicial or administrative proceedings, liabilities, errors, damages, costs and expenses (including court costs and reasonable attorneys' fees) that may arise as a result of your acts or omissions (or those of your employees, Subcontractors, banks or agents), your alleged or actual violations of applicable law in the performance of this Agreement, or your breach of this Agreement.

12. Electronic Files

In consideration of NCO placing accounts with you, you agree to utilize eRecoverEase in accordance with NCO's Attorney Network Standard Operating Procedures to download new placements assigned, to upload activity updates generated by your collection system on a daily basis, view your inventory and performance analysis and to return accounts. At all times during the term of this Agreement, NCO shall have access to the files placed with you through eRecoverEase.

13. Return of Accounts

It is expressly understood and agreed that NCO reserves the right to recall or ask for a return of any account placed with you for any reason whatsoever. At no time shall you have the right to exercise or claim any fees, mechanics or other lien on any account of the proceeds recovered on any account after such account has been recalled by NCO. At no time shall you have an ownership interest in any account placed with you by NCO. Upon notification of return/recall, you shall return to NCO all records originally provided by NCO and/or created by you during collection effort. After the accounts are returned/recalled, you shall be entitled to fee or commission on payments received by NCO after the return date for up to 10 days. All payments received after that date will not be paid a fee. Direct payments received after the date of recall will not be subject to a fee.

14. Closing of Cases

For many reasons, a Client will require NCO to close active cases from time to time. In these instances, if NCO is due a fee, your fee will also be protected. However, if for any reason NCO is not entitled to a fee, you likewise will not be due any fee on such account, regardless of the work on the file that may have been performed.

15. Right to Audit

NCO shall have the right at any time during normal business hours, with or without prior notice, to review, audit and/or copy any and all documents maintained by you in direct relationship to NCO accounts. You agree to cooperate with the designated NCO agent by providing access to all accounts, equipment, telephone and other amenities without charge to NCO.

16. Non-solicitation

It is expressly understood and agreed that during the period commencing on the date of this Agreement and terminating six (6) months after termination of this Agreement and your return of all accounts to NCO, you shall not directly or indirectly solicit placement of accounts from known clients of NCO. However, if an existing relationship with a known Client of NCO had been established prior to entering into this agreement, said relationship shall not be subject to the non-solicitation terms of this Agreement.

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It is further expressly understood and agreed that during the period commencing on the date of this Agreement and terminating six (6) months after termination of this Agreement and your return of all accounts to NCO, you shall not directly or indirectly solicit current NCO employees for employment.

17. Term and Termination

The term of this Agreement shall commence on the date herein set forth and shall continue until either party gives the other notice of termination in accordance with the following requirements:

Said notice shall be in writing, and shall be deemed proper if given by personal delivery, overnight courier or certified mail to the address stated below.

To NCO:

David R. Schlee, Jr., Esq.
Vice-President,
Attorney Network Services
NCO Financial Systems, Inc.
1804 Washington Blvd.
Dept. 550
Baltimore, MD 21230

With a Copy to:

Russell Thomas
Trauner, Cohen & Thomas, L.L.P.
~~2880 Dresden Dr.~~ 5901.C
~~Atlanta, GA 30324~~ Peachtree Dunwoody
Suite 500 Rd
Atlanta, GA 30328

Joshua Gindin, Esq.
Executive Vice President and General Counsel
NCO Financial Systems, Inc.
507 Prudential Road
Horsham, PA 19044

Notwithstanding termination of this Agreement, all rights, obligations and duties incurred under this Agreement by either party, including, but not limited to that which is stated under the Confidentiality section and the Indemnification section, will survive the termination of this Agreement and continue in full force and effect.

Upon termination of this Agreement you shall deliver to NCO a Substitution of Attorney form signed in blank for each account that is in litigation in which you, an agent, Subcontractor or employee, appear as the attorney of record and you shall promptly render an accounting to NCO on each account without compensation.

18. Books and Records

During and for a period of at least three (3) years or the period of time required by applicable state law, whichever is longer, following the termination of this Agreement, you agree to maintain complete and accurate records with respect to each matter handled on behalf of NCO and Client. You agree to permit Client, NCO, or their agents to review and audit periodically such files during regular business hours with or without prior notice.

19. Governing Law

The Agreement will be governed by and construed under the laws of the State of Pennsylvania, without regard to the principles of conflict laws. Any suit arising hereunder shall be brought in a court of competent jurisdiction located in Pennsylvania.



20. Integration

The Attorney Network Services Agreement, all Addendums, including the Attorney Network Standard Operating Procedures, and any subsequent correspondence referring matters to you and establishing procedures to be followed constitute the entire Agreement between you and NCO, and shall not be changed except by written notice. All provisions found in Addendums shall be deemed incorporated by reference herein and made part of this contract. NCO reserves the right to amend the Attorney Network Services Agreement and any and all Addendums thereto at any time if done so in writing. Every amendment shall specify the date on which its provisions shall be effective.

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

21. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

22. Force Majeure

Notwithstanding anything to the contrary contained herein, neither party will be liable to the other for a failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond its reasonable control such as failures or fluctuations in electrical power, heat, light, telecommunication lines or telephones.

23. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law. However, that, in such case, the parties will in good faith use their reasonable efforts to achieve the purpose of the invalid provision by agreeing on a substitute provision that is legally enforceable.

24. Intellectual Property

No trademark, copyright, patent, trade secret, trade dress or any other proprietary right is granted to either party under this Agreement.

25. Business day defined

A "business day" is any day other than Saturday, Sunday, or a federal holiday.

26. Relationship of Parties

The relationship of the parties under this Agreement is that of independent agents and not that of employer/employee, principal/agent, partnership, joint venture or representative.

NCO

IN WITNESS WHEREOF, parties hereto have caused this agreement to be executed this
day of _____, 200_____.

Firm
Name: Trauner, Cohen & Thomas, LLP

NCO Financial Systems, Inc.

By:

By:

Signature
Name: Russell S. Thomas

Signature
David R. Schlee

Title
Managing Partner

Vice-President

Date: 8/28/07

Date:

NCO

**Addendum A
Schedule of Attorney Fees
For
Trauner, Cohen & Thomas, L.L.P.**

All future placements will be sent at the following contingency rates:

Default	20%
Commercial	20%
Commercial - AIG	15%
Capital One	25%
Discover	17%
Applied Card - SOLRV1	30%
AmEx - NCOG	18%
AmEx (NCOG) - AMEX1-3	10%
Minority Legal Network	20%
CapOne - OSI	23%
Resurgent	25%
American Express	18%

Dated: August 2, 2007