

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made as of October 14, 2010 (the "Effective Date"), by and between Robb Evans & Associates LLC, in its capacity as receiver for National Credit Acceptance, Inc. a California corporation ("National Credit Acceptance"), NCA Financial Services, Inc., a California corporation ("NCA Financial"), and CCS Collections, Inc., a California corporation formerly known as Columbia Credit Services, Inc. ("Columbia Credit Services, Inc.-California") in the action pending as Case No. 34-2009-00044895 in the Superior Court of the State of California for the County of Sacramento ("Superior Court") entitled *First Bank, a Missouri banking corporation, in its individual capacity and as Administrative Agent pursuant to that certain Credit Agreement dated as of March 30, 2006, Plaintiff, v. National Credit Acceptance, Inc., a California corporation, et al., Defendants* ("Receiver") and Sacor Financial, Inc., a California corporation ("Purchaser").

RECITALS

A. Pursuant to a minute order filed May 28, 2009 and an order filed on June 3, 2009, which were confirmed by a subsequent order filed June 26, 2009 (collectively, "Receivership Order"), Receiver was appointed by the Superior Court in the action described above ("Superior Court Action") as receiver for National Credit Acceptance, NCA Financial, and Columbia Credit Services, Inc.-California, and any affiliates, subsidiaries, divisions or field operations (collectively, referred to as "Receivership Companies").

B. On June 22, 2009, pursuant to a motion for relief of stay by Bank by separate orders issued in three separate Bankruptcy Cases (one for each of the Receivership Companies), the U.S. Bankruptcy Court, among other things, (1) relieved the Receiver from all restrictions and property turnover requirements under 11 U.S.C. § 543(a) and (b)(1), with certain specified limitations, (2) modified the automatic stay to permit the Receiver to perform any and all duties and functions set forth in the May 28, 2009 and June 3, 2009 orders in the Superior Court Action, and to exercise any and all powers set forth in those orders, (3) permitted Bank to exercise any and all of its rights under applicable law to prosecute the Superior Court Action, both at trial and appellate level, and (4) stated that the Superior Court Action may proceed as though no bankruptcy cases had been filed.

C. In connection with a settlement of the Superior Court Action negotiated between Bank and the Defendant-Related Parties, the Receiver has been requested to transfer and convey to Purchaser all right, title and interest in substantially all of the non-cash personal property of the Receivership Companies, which the Receiver is informed and believes includes the debts, representing delinquent consumer and commercial loans, credit card and credit line receivables, and suits and judgments, the rights to collect thereon identified on the Loan Schedule attached hereto as Exhibit A and all other claims and rights related thereto, but specifically excluding the assets described on Exhibit B. The property to be transferred by the Receiver to the Purchaser is collectively referred to herein as the "Transferred Assets", which term is further defined herein.

D. Pursuant to certain credit arrangements between First Bank ("Bank") and National Credit Acceptance, Bank previously recorded UCC-1 financing statements covering the Transferred Assets ("Bank Financing Statements"). It is understood that concurrent with the Closing Date Purchaser will obtain a release of all of Bank's interest in and liens on the Transferred Assets.

E. Pursuant to the power vested in the Receiver by virtue of the Receivership Order, and the approval orders that may hereafter be entered by the Court in the Superior Court Action expressly approving this Purchase Agreement, and with the consent of Bank, the Receiver is willing, subject to the express terms, provisions, conditions, limitations, waivers and disclaimers as set forth herein and in the Settlement Agreement, to sell, transfer, assign and convey to Purchaser all right, title and interest in, to and under the Transferred Assets; and

F. Purchaser desires to purchase the Transferred Assets, 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 is hereby acknowledged, the parties agree as follows:

1. **Definitions**

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

"Agreement" means this Purchase Agreement and addenda, exhibits and schedules hereto.

"Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday recognized by the federal government.

"Closing" shall mean the consummation of the transactions contemplated by this Agreement to occur on the Closing Date, including without limitation the satisfaction of the conditions for effectiveness of this Agreement, the transfer of the Transferred Assets and the payment of the Purchase Price.

"Closing Date" shall mean the date on which all conditions for effectiveness of this Agreement have been satisfied and the Transferred Assets have been transferred to Purchaser, which shall be no later than December 17, 2010 unless the parties hereto agree in writing, in their sole and absolute discretion, to a later date.

"Closing Deadline" shall mean December 17, 2010, unless the parties hereto agree in writing, in their sole and absolute discretion, to a later date.

"Confidential Information" shall mean all oral, written or electronically delivered information and material, in tangible or intangible form, including all copies thereof, partial or complete in whatever media including, but not limited to, this agreement, names, addresses, telephone numbers, and account number related to Loans or Obligors.

“Cutoff Date” shall mean the date after which all further payments related to Transferred Assets less applicable Servicer commissions shall go Purchaser. The Cutoff Date is the date on which all or the last of the following items have been delivered by email pdf or facsimile transmission to counsel for First Bank and counsel for the Receiver: (a) a copy of this Agreement executed by the Purchaser; (b) a copy of the Settlement executed by all Defendant-Related Parties and their counsel; and (c) a letter on the letterhead of Stevens, O’Connell & Jacobs LLP that states that the Purchase Price is held in the firm’s client trust account for the benefit of the Purchaser.

“Excluded Assets” shall mean the assets described on Exhibit B attached hereto.

“Loans” shall mean (i) the debt obligations identified in the Loan Schedule attached hereto as Exhibit A, including any Loans, claims, credit card accounts, credit line accounts, receivables, arbitrations, suits, judgments and rights; (ii) all related applicable and available files and data related to the debt obligations described in clause (i) including without limitation any schedules, documents, data and evidences of debt related thereto. “Loan” refers to an individual Loan and “Loans” refers, collectively, to all of the Loans purchased by Purchaser pursuant to this Agreement and all applicable and available files and data related to Loans. NOTHING HEREIN SHALL IMPLY THAT THE LOANS OR INDEBTEDNESS EVIDENCED OR SOLD HEREIN ARE ENFORCEABLE, AND ONE OR MORE OF THE LOANS MAY BE UNENFORCEABLE. THE LOANS OR INDEBTEDNESS MAY BE SUBJECT TO SETTLEMENT, PRIOR PAYMENT, BANKRUPTCY OR OTHER ENFORCEMENT OR OTHER COLLECTION RESTRICTIONS.

“Obligor” means with respect to each Loan, the obligor(s) and includes, without limitation, any and all makers, and the guarantors, sureties or other persons or entities liable on the Loan.

“Scottsdale Assets” means the assets listed under item 2 on Exhibit A hereto and the assets transferred or to be transferred by Scottsdale to the Receiver prior to the Closing Date pursuant to Paragraph 1(e) of the Settlement Agreement and Paragraph 2(d)(iii) hereof. .

“Servicer” or “Receiver’s Servicer” means Weinstein & Riley, P.S., and Ophrys LLC, and each of them.

“Transferred Assets” means, to the fullest extent that the Receiver has the ability to convey pursuant to the applicable orders of the Superior Court, all rights, title and interest in all personal property of the Receivership Companies, including without limitation, (i) the Loans and (ii) all Receiver’s Confidential Information; but excluding the Excluded Assets and excluding the confidential or privileged information described in Paragraph 5(o) hereof.

2. Transfer of Transferred Assets

(a) Subject to the terms and conditions of this Agreement, on the Closing Date, Receiver will transfer and convey to Purchaser and Purchaser shall purchase all right, title and interest in and to the Transferred Assets. Upon receipt of funds, Receiver shall merge the Purchase Price and any other proceeds received under this Agreement into the receivership estate.

(b) The transfer shall be documented by a Bill of Sale in the form attached hereto as Exhibit C.

(c) Closing Procedure. Upon completion of the following conditions precedent to Closing: i) the execution of this agreement and the Settlement Agreement by all parties thereto, ii) Superior Court and Bankruptcy Court approval of this sale, and iii) mutual delivery of all deliverables under this Agreement and the Settlement Agreement, Receiver shall immediately notify Purchaser through Purchaser's counsel that the Closing can occur ("Closing Notification"). Purchaser shall pay the Purchase Price to the order of Receiver by a wire transfer as instructed by Receiver, which wire transfer shall be completed within five Business Days of receipt of Closing Notification and on or before the Closing Date. The Closing shall be closed immediately upon timely receipt of the Purchase Price by Receiver, and timely receipt of the Purchase Price by Receiver is a condition precedent to Receiver's transfer of the Transferred Assets and performance of Receiver's obligations under this Agreement. Immediately upon receipt of the Purchase Price, the Receiver shall deliver to Purchaser a receipt therefor and a fully executed Bill of Sale identical to Exhibit "C".

(d) The Closing shall be contingent on each of the following:

- (i) the execution of the Settlement Agreement by all parties thereto;
- (ii) the Superior Court's and the Bankruptcy Court's approval of the sale as set forth in Paragraph 6 below;
- (iii) Consolidation of the Scottsdale Assets, pursuant to Paragraph 1(d) of the Settlement Agreement, to the extent not already part of the Receivership estate, into the Receivership estate; and
- (iv) Satisfaction of all other requirements due at or prior to Closing under this Agreement and the Settlement Agreement.

(e) Any nonpublic Confidential Information that Receiver has provided or hereafter provides to the Purchaser prior to the sale and which was not already available to Purchaser shall be deemed Receiver's Confidential Information.

(f) Pursuant to a Non-Disclosure Agreement and related documents, Receiver has provided certain Confidential Information to Purchaser about the Transferred Assets, and may provide additional Confidential Information to Purchaser prior to the Closing. Until such time as Receiver has received the Purchase Price for the Transferred Assets and Receiver has executed a Bill of Sale therefor, all Receiver's Confidential Information and documents provided by Receiver shall be deemed Receiver's property. Prior to the Closing, without Receiver's prior written consent, Purchaser shall not contact any Obligor or disclose or release any of Receiver's Confidential Information to any third party, other than (i) to Purchaser's financing entities, lenders, accountants or counsel in connection with this Agreement or (ii) if compelled to do so pursuant to judicial or administrative order. Prior to providing any Receiver's Confidential Information to any such third-party, Purchaser will obtain a written acknowledgement from such third party that the information is Receiver's Confidential Information and will not be used for any purpose other than for determining whether Purchaser shall purchase the Transferred Assets

or whether financing for Purchaser's purchase of the Transferred Assets shall be made available. If Purchaser fails to purchase the Transferred Assets, it shall obligate such third party to destroy Receiver's Confidential Information; provided, however, this requirement does not create any conditions to Purchaser's obligation to purchase the Transferred Assets other than as expressly stated in this Agreement.

(g) As a result of the Receiver's Servicer's collection of certain payments that have not been applied to a particular account ("Suspense Payments"), Receiver's Servicer has received funds which are segregated into a "Suspense Account". The Receiver's Servicer has confirmed that the Suspense Payments do not match to any presently known debt or accounts receivable owned by Hilco Receivables, IRC or Global Acceptance, Inc. Purchaser acknowledges that the Receiver's Servicer has provided all applicable data concerning the Suspense Payments to Purchaser for review and approval. Purchaser shall purchase the Suspense Account on the Closing Date for an amount equal to its total balance at the time of Closing (the "Suspense Account Purchase Price"), provided that in no event shall the Suspense Account Purchase Price exceed \$100,000.00. As part of the Closing Notification, the Receiver shall identify the total amount of Suspense Payments then held in the Suspense Account and notify Purchaser. In addition to the funds set forth in Paragraph 2(a) above, the Purchaser shall promptly remit to the Receiver the Suspense Account Purchase Price, and the Receiver or Receiver's Servicer, as applicable, shall immediately remit the funds in the Suspense Account to Purchaser in an amount equal to the Suspense Account Purchase Price. When paid by the Purchaser and credited by the Receiver, the consideration paid shall become a general cash asset of the receivership estate. For the convenience of the parties, the payments from the Purchaser of the Suspense Account Purchase Price to the Receiver and the Receiver's obligation to deliver the funds in the Suspense Account to the Purchaser under this Section 2(g) may be netted against each other. The Purchaser agrees to indemnify and hold harmless the Receiver and the Receiver's Servicer for any claims or liabilities arising out of such transfer and/or Purchaser's handling of any Suspense Payments or related transactions.

(h) The Receivership Companies have each filed bankruptcy petitions under chapter 7 of the Bankruptcy Code. Accordingly, certain rights, claims, assets or statutory rights (e.g., the right to avoid preferential transfers or statutory fraudulent conveyances), are not controlled by the Receiver, have not been abandoned by the Trustees, and thus may not be sold, transferred or compromised without the authorization of the Trustees. The Receiver does not purport to transfer, assign or compromise any such rights through this Purchase Agreement..

(i) The Purchaser agrees and understands that pursuant to that certain agreement between the Receiver and Receiver's Servicer dated August 14, 2009, the Receiver's Servicer shall receive a sales commission from the sale of the Receivership Companies' portfolio in accordance with the terms of that agreement, and that the Receiver anticipates seeking authority from the Court in the Superior Court Action to pay the sales commission due to the Receiver's Servicer at Closing.

(j) In connection with and at the Closing, the parties shall enter into that certain Servicing Agreement attached to this Agreement as Addendum A, pursuant to which the Purchaser shall assume all responsibility for the handling of the run off on the terms set forth therein with respect to transactions involving accounts owned by certain third parties and

currently required to be serviced by the Receiver; provided however, that if any such third parties objects to or challenges the Servicing Agreement or the transactions proposed therein the Parties will work in good faith with the objecting third party to resolve such objections. In the event the objections cannot be resolved on or before the initial court hearing on the Receiver's motion seeking approval of this Agreement described in Section 6(a), then the Parties will advise the Court in the Superior Court Action that the Purchaser's obligations (as Run-Off Servicer under the Servicing Agreement) to such objecting third party shall be deleted from the Servicing Agreement, and Purchaser's sole obligation to the objecting third party will be to return directly to the original sender all mail and remittances received relating to any obligor account owned by such objecting third party. .

(k) Receiver authorizes Purchaser at any time on or after the Closing Date to file any UCC financing statements and make any other filings appropriate to perfect, protect and continue Purchaser's interest in the Transferred Assets proposed to be transferred to Purchaser at the Closing.

3. Disclaimers and Due Diligence

(a) Status and Capacity of Receiver. Purchaser acknowledges and agrees that Receiver is acting solely in its capacity as Receiver for the Receivership Companies pursuant to the authority granted by the Superior Court in accordance with the applicable Receivership Orders. Except as expressly stated in this Agreement or provided by applicable law, Receiver has no duty with respect to disclosure of any information concerning the Receivership Companies, the Obligors, or the Transferred Assets, under Federal, California, or local law. Receiver shall not be under any obligation to investigate and/or discover matters concerning the Receivership Companies, the Obligors, the Transferred Assets or any matter related thereto.

(b) Disclaimer of Representations and Warranties. PURCHASER ACKNOWLEDGES AND AGREES THAT RECEIVER WAS APPOINTED BY THE SUPERIOR COURT AFTER THE LOANS WERE MADE AND HAS LIMITED INFORMATION ABOUT THE LOANS AND THE OTHER TRANSFERRED ASSETS. PURCHASER ACKNOWLEDGES AND AGREES THAT THE TRANSFER OF THE TRANSFERRED ASSETS IS MADE ON AN AS-IS BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY BY RECEIVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE LOANS, THE COLLECTIBILITY OF THE LOANS, THE EXISTENCE OF DEFAULTS WITH RESPECT TO THE LOANS, THE VALIDITY OR ENFORCEABILITY OF THE DOCUMENTS EVIDENCING THE LOANS OR ANY SECURITY THEREFOR, OR ANY OTHER MATTERS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER THE RECEIVER NOR THE SERVICER MAKE ANY REPRESENTATION WITH REGARD TO: (A) THE ACCURACY OF ANY DATA OR OTHER INFORMATION RELATING TO THE LOANS OR ANY PORTION THEREOF; (B) THE EXISTENCE AND MARKETABILITY OF TITLE TO THE LOANS OR ANY PORTION THEREOF; OR (C) THE RECEIVER'S OR THE SERVICER'S COMPLIANCE WITH APPLICABLE LAW INCLUDING, WITHOUT LIMITATION, THE FAIR DEBT COLLECTIONS PRACTICES ACT.

(c) Representation and Warranty of Receiver. The Receiver has not, and as of the Closing Date will not have otherwise, sold, transferred or encumbered the Transferred Assets.

(d) Purchaser's Due Diligence. Purchaser has made such examination, review and investigation of the Transferred Assets, and of any and all facts and circumstances necessary to evaluate the Transferred Assets, it has deemed necessary or appropriate. Except for the single representation and warranty of Receiver expressly set forth in Paragraph 3(c) of this Agreement, Purchaser has been and will continue to be solely responsible for Purchaser's own independent investigation as to all aspects of the transactions contemplated hereby, including, but not limited to, (i) the authorization, execution, legality, validity, effectiveness, genuineness, enforceability, collectability or sufficiency of the Loans, (ii) the adequacy, condition or existence of any collateral, or the attachment, perfection or priority of any security interest or lien for the Loans, and (iii) the status, affairs, financial condition, operations, prospects, business, property, assets and creditworthiness of the Obligors. Purchaser has not relied upon any expressed or implied, written or oral, representation or warranty or other statement by or on behalf of Receiver concerning any of the foregoing with respect to the Transferred Assets, except for the representation and warranty of the Receiver in Paragraph 3(c) of this Agreement.

4. Representations and Warranties of Purchaser

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of California with full power and authority to enter into this Agreement, to purchase the Transferred Assets, and to carry out the terms and provisions hereof.

(b) Purchaser has the power and authorizations, if any, required by governmental authority to carry on its business as now being conducted which relate to the Loans and the Servicing Agreement, which authorizations are in full force and effect.

(c) The execution and delivery of this Agreement and the performance hereunder have been duly authorized on or prior to the Closing Date, by all necessary action on the part of Purchaser and no provision of applicable law or regulation or the charter or by-laws of Purchaser or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser is or will be contravened by Purchaser's execution and delivery of this Agreement or Purchaser's performance thereunder.

(d) No authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any governmental agency or regulatory authority or any other body is required in connection with the execution, delivery or performance by Purchaser of this Agreement, which authorization, consent, approval, license, qualification or formal exemption from, or filing declaration or registration has not been obtained on or prior to the Closing Date hereunder.

(e) No authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any governmental agency or regulatory authority or other body is required in connection with the sale of any or all of the Loans to be sold on the Closing Date, which authorization, consent, approval, license, qualification or formal exemption, or filing, declaration or registration has not been obtained on or prior to such date.

(f) Purchaser has made its own qualified appraisal of the value of the Transferred Assets, and does not rely on any representation or indication made by Receiver except those expressly stated in this Agreement. Purchaser is a sophisticated purchaser that is in the business of buying or collecting Loans of the type being purchased or otherwise deals in the collection of consumer debt in the ordinary course of Purchaser's business.

(g) Purchaser's primary purpose in purchasing the Transferred Assets is to attempt lawful collection of the unpaid balances owed on the Loans or the potential resale thereof. Purchaser does not, however, intend to participate in or to sell the Transferred Assets in connection with any public distribution thereof, and Purchaser has no intention of making any distribution of any of the Transferred Assets in a manner that would violate applicable securities laws; provided, however, that nothing in this Agreement shall restrict or limit in any way Purchaser's ability and right to dispose of all or part of the Transferred Assets in accordance with such laws if at some future time Purchaser deems it advisable to do so.

(h) All representations and warranties contained in this Section 4 shall survive the execution and delivery of the Closing as represented by the Bill of Sale therefor.

5. Operations

(a) Upon Closing, Receiver shall provide to Purchaser the executed Bill of Sale, and cause the Purchaser to receive the information, things and documents as described in Exhibit D, to the extent they are in the possession, custody or control of Receiver or Receiver's Servicer. Such information and documents shall be provided in the format in which it is currently maintained by Receiver or Receiver's Servicer.

(b) For a reasonable period following the Closing, which period in respect of the Receiver shall not extend beyond the date the Receiver is discharged by the Court, Receiver and Receiver's Servicer will timely and reasonably cooperate with requests of Purchaser in order to effect a rapid and complete transition of servicing the Loans to Purchaser. Following the execution of this Agreement and the Settlement Agreement by all Parties, the Receiver's Servicer shall terminate all outbound collection calls and letters. Following the Closing, Receiver and Receiver's Servicer shall not have any further discussions about collection matters with Obligors. If any Obligor or Obligor representative calls Receiver or Receiver's Servicer concerning any of the Loans, such party shall advise the caller of the transfer of the applicable Loan to Purchaser and shall courteously refer the caller to the designated contact of Purchaser. Immediately following Closing, Receiver's Servicer shall arrange, to the greatest extent technically feasible, for all calls concerning Loans which might be received in the Servicer's call center to be transferred and or call forwarded to the Purchaser's designated toll-free number. Further, Receiver's Servicer shall re-point calls made to the toll free number ((888)-559-7245) to the Purchaser's designated local number, and as soon as reasonably possible cause a transfer or assignment of the toll free number ((888)-559-7245) to the Purchaser. Purchaser shall pay for all actual costs and expenses, if any, incurred to the redirection of calls and the assignment of the toll free number.

(c) (i) Mails and Payments to Servicer's Lockbox Address: To the extent that the Receiver's Servicer continues to receive payments and related physical correspondence

concerning accounts comprising the Transferred Assets at its lockbox address, the Receiver's Servicer will identify payments and related correspondence and forward the payments and related correspondence to the Purchaser within seven days of receipt, but not less than weekly. Payments received at Receiver's Servicer's lockbox will be cashed, and all checks and correspondence shall be imaged. The funds received in the lockbox, net of the fees and expense reimbursements payable to Receiver's Servicer as provided herein, shall be remitted to the Purchaser on weekly basis via bank wire. The images of the payment documents and related correspondence shall be provide to Purchaser via FTP site transfer. Receiver's Servicer shall be entitled to a service fee as compensation for the handling of such post-closing remittances and related correspondence under this Section 5(c) equal to ten percent (10%) of the payments received by Receiver's Servicer, which fee the Receiver's Servicer is hereby authorized to deduct from the remittances forwarded to Purchaser

(ii) Notification Letter to Obligors Paying to Servicer's Lockbox: Immediately following, but in no event prior to Closing, Purchaser may send a letter to each Obligor who has made payments to the Receiver's Servicer's lockbox address within 120 days prior to Closing Date, notifying the Obligor of the transfer of the Obligor's account to Purchaser, that neither the Receiver nor Receiver's Servicer have any collection rights or obligations related to the applicable Loan, and instructing the Obligor to address all future payments, correspondence and communications only to Purchaser at the following address: Sacor Financial Inc., 1911 Douglas Blvd 85-205, Roseville, Ca 95661, (877) 714-2280 or (916) 368-7978.

(iii) Mails and Payments to Servicer's Physical Address: To the extent that the Receiver's Servicer continues to receive any correspondence related to the Transferred Assets or addressed to the Receivership Companies at any address other than the lockbox address, the Receiver's Servicer will forward any such correspondence, including any checks or payments therein, to the Purchaser on a weekly basis and in no event less than seven days after receipt. All such correspondence, checks and other materials received by Receiver's Servicer shall be shipped to the Purchaser at the following address: Sacor Financial Inc., 1911 Douglas Blvd 85-205, Roseville, Ca 95661. Purchaser will pay Servicer the actual cost of shipment plus a handling fee of \$75.00 per shipment of such payments and correspondence. Unless otherwise requested by Purchaser, shipments shall be by express courier. Such handling fee and shipping expense may be netted from the weekly wire transfer described in Section 5(c)(i) above.

(d) Any payments and related correspondence received and handled in accordance with Section 5(c)(iii) above that is addressed to one of the Receivership Companies or any of the Defendant-Related Parties with similar names that cannot be reconciled to a third party portfolio, shall also be forwarded to the Purchaser weekly as provided in the foregoing paragraph, and Purchaser shall assume full responsibility for administration of such payments and correspondence.

(e) For a reasonable period following the Closing Date, Receiver shall provide, at Purchaser's expense, such affirmations of the transfer of Transferred Assets to Purchaser as Purchaser may reasonably require from time to time, in order to enforce collection of the Loans in a commercially reasonable manner. If required, Receiver will provide declaratory attestation of this transfer. On Closing, Receiver shall provide Purchaser with a durable limited power of attorney in a form acceptable to Purchaser granting Purchaser specifically the ability to execute

in the name of National Credit Acceptance, Inc, as claimant, creditor, releasor, plaintiff, or judgment creditor any collection related legal document including, but not limited to assignments of actions, claims and judgments, substitutions of attorneys, dismissals, satisfactions of judgment, bankruptcy claims and releases with respect to the Loans. The Receiver grants to the Purchaser the right to carry on and to continue any litigation already filed and standing in the plaintiff name of National Credit Acceptance, Inc. and/or Columbia Credit Services Inc., and to receive mail in these names and to negotiate instruments and checks payable to these names, provided however, that (i) such mail, instruments and checks relate directly to the Loans and/or the Transferred Assets; and (ii) the Purchaser's activities do not directly or indirectly interfere with or hinder Receiver's administration and prompt wind-up of the receivership estate.

(f) On the Closing Date, Receiver or Receiver's Servicer shall provide a notification letter to Purchaser, which Purchaser may send to Obligor, wherein the Receiver/Servicer states in essence that pursuant to the Superior Court's order, all right, title and interest in and to the respective Obligor's Loan(s) were sold and transferred to Purchaser on Closing Date, that the Receiver's Servicer is no longer working the Loans, that the Purchaser has the sole right of collections thereon, that all future communications and payments should be directed only to Purchaser and providing a new contact and mailing information of Purchaser. The Purchaser will prepare a form of such letter compliant with 15 USC 1692 (e) *et seq.*, and submit such form to the Receiver and Receiver's Servicer for approval and issuance. Upon final approval, the Purchaser will send the approved letter to the Obligor at Purchaser's cost. .

(g) On or before the Closing Date, Receiver and Receiver's Servicer shall provide a notification letter to Purchaser, which Purchaser may send to attorneys previously retained by National Credit Acceptance, wherein the Receiver/Servicer states in essence that pursuant to the Superior Court's order, all right, title and interest in and to the Loans assigned to the respective attorney for collection were sold and transferred to Purchaser, that the Purchaser has the sole right of collections thereon that the Receiver and or Servicer is no longer working the Loans, and providing contact and mailing information of Purchaser. The Purchaser will prepare a form of such letter and submit such form to the Receiver and Receiver's Servicer for approval and issuance. Upon final approval, the Purchaser will send the approved letter to such attorneys at Purchaser's cost.

(h) Effective on the Closing Date, Receiver hereby assigns to Purchaser any and all contractual rights and obligations relating to all mailbox facilities utilized by Receiver in connection with the Loans and the Receivership Companies, shall provide to Purchaser any mailbox keys, codes or other necessary access information, and shall cease all access to such mailbox facilities. At or immediately after Closing, Receiver shall provide a notification letter regarding this assignment to Purchaser, which Purchaser shall provide to the operators of the mailbox facilities, which notification letter shall state that pursuant to the Superior Court's order the Transferred Assets were transferred to Purchaser, the Receiver has assigned and Purchaser has accepted the assignment of the agreements respecting the mailbox facilities, and that the Purchaser shall have full and unrestricted control of all mails delivered to such mailboxes or mailbox facilities, including mails addressed to the Receivership Companies, and has assumed the duty to pay all fees related to such mailboxes. Purchaser shall use its best efforts to obtain from each of the operators of such mailbox facilities its or their written consent to the foregoing assignment and a release of the Receiver's duties under such agreements. If Purchaser has not

delivered to the Receiver a copy of such consent and release within 45 days after Closing, Receiver may also send such mailbox vendors notice of termination of the Receiver's account to ensure that the Receiver has no continuing contractual obligation relating to such mailboxes.

(i) On or before the Closing Date, the Receiver shall advise Purchaser of the location of all of the physical assets of the Receivership Companies and shall immediately provide all codes and keys necessary to access such physical assets together with suitable letters of authorization to access the storage locations and assigning the rental thereof to Purchaser. After the Closing Date, Purchaser shall be responsible to pay when due all rents or leases on any storage facilities maintained by the Receiver to store the Transferred Assets. Purchaser shall have full authority to remove the Transferred Assets and to terminate any applicable storage facilities maintained by the Receiver.

(j) On the Closing Date, the Purchaser shall immediately commence servicing the Loans and other Transferred Assets.

(k) Immediately following the Closing, Purchaser shall notify the attorneys who have National Credit Acceptance collection files ("NCA Attorneys"), of the transfer, supported by the "Attorney Notification Letter" as approved by Receiver and Receiver's counsel prior to Closing, and to be provided to Purchaser on or before Closing day in finished form. Purchaser may also provide additional confirmation of the transfer to NCA attorneys. If requests for verification of the transfer are received by Receiver and or Receiver's counsel, they shall promptly confirm the transfer to Purchaser and provide to the NCA Attorney the designated contact of Purchaser.

(l) Immediately following the Closing, Receiver's counsel and Receiver's Servicer shall notify any NCA Attorneys with whom they may have engaged during the Receivership of the cancellation of any attorney and contingency agreements, and advise of the transfer of applicable cases to Purchaser and provide to the NCA Attorneys the designated contact of Purchaser.

(m) Except with respect to the obligations of NCA Attorneys to provide collection and legal services, maintain and deliver case files and materials, or account for their actions and transactions with respect to referred collection files, following the Closing, except as expressly provided herein, Receiver, Receiver's Servicer and their respective attorneys and agents shall have no obligation to take any actions or provide any documents, including without limitation: (A) evidence of indebtedness concerning the Loans or the Transferred Assets, or any portion thereof; (B) a bill of sale, affidavit of sale, or evidence of a chain of title for the Loans or the Transferred Assets, or any portion thereof; (C) request of a loan originator media or other data concerning the Loans or any portion thereof; (D) provide any certification or documentation confirming the destruction of any confidential information; (E) communicate with any Obligor concerning the Loans or any portion thereof; or (G) recall or repurchase the Loans or the Transferred Assets, or any portion thereof.

(n) Within sixty days following the entry of an order in the Superior Court Action approving the Receiver's final account and report and discharging the Receiver, the Receiver and Receiver's Servicer shall destroy its account-related data, provided however, the Receiver's Servicer shall retain a copy of the basic account data on file limited to: Obligor name, Obligor

address, original account number, balance of debt, original creditor, and owner of the debt, to ensure that any mails and remittances directed to the Receiver's Servicer can be identified to the Loans and the applicable debt portfolios of any third parties, in order to forward such materials to the appropriate party, and the Receiver's Servicer may note its contacts with Obligors so that its recovery agents can direct the Obligor to the appropriate account holder. The Receiver's Servicer shall destroy all copies of the basic account data when, in Receiver's Servicer's sole discretion, it determines that the volume of mails and Obligor calls directed to the Receiver's Servicers regarding the Loans has ceased or is *de minimus*, but not later than one year after Closing Date.

(o) The Receiver shall have no obligation to disclose any communications between the Receiver, its counsel, or the Servicer, or any matters protected by the attorney-client privilege, except for matters involving the collection on, or payment or settlement of Loans. If contacted by Obligors or representatives of Obligors, the Receiver and or the Receiver's counsel shall confirm the transfer to Purchaser and provide to the caller or inquirer the designated contact of Purchaser.

(p) Following the Closing Date, the Purchaser agrees to promptly notify Obligors associated with the Transferred Assets that their Loan(s) have been sold to the Purchaser and that all further communications regarding the Loan(s) should be directed to the Purchaser.

6. Court Approval

This Agreement is subject to, and will not be effective unless and until:

(a) the Court in the Superior Court Action has approved the Settlement Agreement, this Agreement and the transfer of the Transferred Assets by the Receiver as provided herein, authorized the Receiver to execute and perform this Agreement, and its order approving this Agreement and the transfer of the Transferred Assets has become final.

(b) the Bankruptcy Court in the Bankruptcy Cases, as that term is defined in the Settlement Agreement, pursuant to U.S. Bankruptcy Code Section 554, has issued one or more final order(s) approving or ordering abandonment by the applicable Chapter 7 trustees of the Transferred Assets and any claims, demands or causes of action held by the debtors in the Bankruptcy Cases (or the Chapter 7 trustees on their behalf) against Bank.

As used in this Agreement, the Approval Order shall be the "final order" for the purposes of the Closing when issued by the Superior Court and Bankruptcy Court. In seeking an Approval Order from the Superior Court, the Receiver may make such disclosures and representations to the Superior Court as the Receiver in its sole discretion deems appropriate.

The Court approvals described in the immediately preceding paragraph is referred to herein as the "Court Approval." Purchaser and Receiver agree to use their best efforts to cause such Court Approval to be promptly requested and obtained at the earliest possible time. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT RECEIVER CANNOT ASSURE PURCHASER OF THE COURT APPROVAL AND THAT SUCH REQUEST FOR

APPROVAL MAY BE OPPOSED BY OTHER PERSONS. If Court Approval has not been obtained by the Closing Deadline, this Agreement shall be deemed void and of no effect, with no further action by any Party unless the Parties in their sole and absolute discretion, agree in writing to a later date.

7. Indemnification and Release

(a) Purchaser agrees to indemnify and hold Receiver, Receiver's Servicer, and their affiliates, subsidiaries, predecessors, successors, assigns, officers, directors, employees, and agents (collectively, the "Indemnified Parties"), 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 counsel fees and disbursements) incurred or suffered by the Indemnified Parties by reason of the negligence, misconduct, breach of this Agreement, or violation of any applicable law, rule or regulation by Purchaser (or its employees or agents) in connection with Purchaser's actions or omissions (where such act or omission was not based on Receiver's or Receiver's Servicer's failure to provide relevant information to Purchaser) related to the future collection or enforcement of the purchased Loans or the breach of any representation, warranty or covenant made by Purchaser herein. At its sole option, Receiver shall have the right to require Purchaser to assume the defense of such any claim, action, suit or other actual or threatened proceeding and to directly pay for all losses, judgments, damages, expenses or other costs (including all counsel fees and disbursements of counsel) which may be imposed.

(b) Except for their executory rights and obligations arising out of this Purchase Agreement, the Purchaser, on behalf of itself and on behalf of its officers, directors, shareholders, employees, beneficiaries, predecessors, successors, assigns, members, former shareholders, parents, subsidiaries, affiliated and related entities, principals, agents, servants, representatives, insurers, sureties, attorneys, consultants, and experts, and each of them (collectively, the "Releasing Parties"), hereby forever releases and discharges the Receiver, its counsel, the Receiver's Servicer and its and their current and former officers, directors, shareholders, employees, beneficiaries, predecessors, successors, assigns, members, parents, subsidiaries, affiliated and related entities, principals, agents, servants, representatives, insurers, sureties, attorneys, consultants, and experts, and each of them of and from any and all claims, demands, causes of action, obligations, liens, damages, losses, costs, attorneys' fees or expenses, now existing or which will exist at law or in equity, whether known or unknown, arising out of or relating to the Superior Court Action, the administration of the receivership estate, the servicing of the Transferred Assets, or any other subject matter of the Superior Court Action.

8. Survival of Purchaser's Obligations

Purchaser agrees that notwithstanding any subsequent sale by Purchaser of the Loans or other Transferred Assets purchased pursuant to this Agreement, Purchaser shall continue to be subject to all terms and conditions set forth herein as to such Loans and Transferred Assets.

9. Notices

Except for notices required to be given to the parties' respective counsel, any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal service, Federal Express or similar courier service for delivery the next business morning, addressed as follows:

If to Receiver: :

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]

If to Purchaser:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

or to such other address as either party shall have previously designated to the other by written notice sent Federal Express or similar courier service for delivery next business morning.

10. Entire Agreement/Amendment

This Agreement, including exhibits and addenda, and together with the related provision of the Settlement Agreement,, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged and incorporated herein. No representations, warranties, and/or covenants have been made by either party to the other except as expressly set forth herein or in the Settlement Agreement. Purchaser acknowledges and agrees that it is not relying on any representations of Receiver in executing this Agreement except as are set forth herein. No amendment of this Agreement shall be effective unless in writing and executed by each of the parties hereto.

11. Assignment

Purchaser may assign this Agreement upon the condition that the assignee shall assume, either expressly or by operation of law, all Purchaser's respective obligations hereunder; and provided further, that Purchaser may pledge or assign, as security, its rights in the Transferred Assets and its rights under this Agreement to the financial institution (and its successors, assigns or affiliated corporations) which may be providing financing to Purchaser for the purchase of the Transferred Assets hereunder. Purchaser also may sell or transfer any or all of the Loans purchased hereunder, but Receiver shall have no obligation to any such transferee of the Loans.

12. **Use of Receiver's or Receiver's Servicer's Names**

Except to provide notice that this sale has been consummated, Purchaser shall not use the name of Receiver or Receiver's Servicer in any way in the operation of its collection of the Loans.

13. **Payments on Loans After Closing Date**

All payments received on Loans by Receiver or Receiver's Servicer on or after the Cutoff Date shall be remitted to Purchaser on the Closing Date together with copies of such payments, provided that Receiver's Servicer shall retain the applicable commission called for in the applicable servicing agreement for all payments received by the Receiver's Servicer between Cutoff Date and Closing Date. No commissions or fees for collection on Transferred Assets shall be earned by the Receiver's Servicer after the Closing Date, except for the cost of shipment and fee described in Section 5.

14. **Agreement Executed in Counterparts**

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

15. **Brokers**

Except as disclosed in writing in connection with this Agreement, neither party has had or is having any dealings with, or has received any services from any finder, broker, agent or other similar party, who is or will be entitled to a commission, fee or other payment of any nature in connection with this Agreement or any transaction contemplated hereby.

16. **Independent Parties**

Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. Except as expressly set forth herein, no party shall have any authority to bind or commit the other party. In the performance of its duties or obligations under this Agreement or any other contract, commitment, undertaking or agreement made pursuant to this Agreement, each party shall not be deemed to be, or permit itself to be, understood as an agent of the other party and shall at all times take whatever measures are necessary to ensure that its status shall be that of a separate entity.

17. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of California, without regard to any conflict of law principles. The parties consent and submit to the jurisdiction of the state and federal courts of Sacramento, California in connection with any controversy arising out of and related to this Agreement. The prevailing party in any such litigation shall be entitled to reimbursement for its reasonable attorneys' fees and the cost of expenses of litigation.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their duly authorized officers as of the day and year first written above.

PURCHASER:

SACOR FINANCIAL, INC.

By: _____

Name: MICHAEL T. SAHLBACH

Title: President

RECEIVER:

ROBB EVANS & ASSOCIATES, LLC,

in its capacity as Receiver for National Credit Acceptance, Inc., a California corporation, NCA Financial Services, Inc., a California corporation, and CCS Collections, Inc., a California corporation formerly known as Columbia Credit Services, Inc., and any affiliates, subsidiaries, divisions or field operations.

By: _____

Name: SRINIVASA KRISHNAN

Title: EXECUTIVE VICE PRESIDENT

EXHIBIT A

SCHEDULE OF LOANS

The term "Loans" herein shall include any paid and unpaid debt obligations, claims, loans, credit card accounts, credit line accounts, receivables, arbitrations, suits, legal claims pending, bankruptcy claims in relation to Loans, judgments and rights owned by the Receivership Companies, together with all related files and data pertinent to the Loans including without limitation any schedules, documents, data and evidences of debt related thereto to the extent they are now in the control of the receiver.

1. All active and inactive Loans within portfolios of National Credit Acceptance described and tracked by the Servicer as follows:

30023 - NCA - 1

30027 - NCA - 2 (Direct)

30037 - NCA - 3

30038 - NCA - 4

30046 - NCA - 5

2. All active and inactive Loans provided to the Receiver by Scottsdale and/or Columbia Credit, LLC, and affiliated persons and entities, described and tracked by the Servicer as follows:

30024 - Scottsdale - 1

30025 - Scottsdale - 2

30033 - Financial Systems LLC

3. With respect to items one and two above (i) all related applicable and available files and data related to the Loans described in clause one and two and including without limitation any available schedules, documents, data and evidences of debt related to Loans (ii) all available oral, written or electronically stored information and material of Receiver and Receiver's Servicer and their collection attorneys related to Loans, in tangible or intangible form, including all copies thereof, partial or complete in whatever media including, but not limited to, account numbers, identifying information and all other available data concerning obligors and any, makers, comakers, guarantors, sureties or other persons or entities liable on the Loans known to Receiver;

4. All personal property, files, papers and remainder business equipment, supplies and furniture which were formerly the property of National Credit Acceptance, Inc and CCS Collections, Inc. formerly known as Columbia Credit Services, Inc., but not including the files of the Receiver or Receiver's counsel related to the administration of the receivership estate.

5. a) All rights of National Credit Acceptance, Inc from the effect of agreements between National Credit Acceptance, Inc. and any attorney, to whom National Credit Acceptance, Inc has forwarded any collection claim.

b) To the extent that such rights may be assignable, any remainder beneficial rights related to third party collection agreements between CCS Collections, Inc., the Receiver and any third party collection clients.

EXHIBIT B

EXCLUDED ASSETS

1. All funds at issue in that certain action entitled *Prem Dhawan, Trustee of the bankruptcy estate of CCS Collection Services, Inc., Debtor, Plaintiff, v. Columbia Credit LLC, a California limited liability company; First Bank, a Missouri bankruptcy corporation; and Bank of America Corporation, a Delaware banking corporation, Defendants, and designated as Adversary Proceeding No. 09-23434-A in the files of the Bankruptcy Court* (the "Adversary Proceeding"), including but not limited to the funds paid to First Bank in the Adversary Proceeding and any funds interpleaded by Bank of America in the Adversary Proceeding and still held by the bankruptcy estate in that matter.
2. All payments received by the Receiver or the Receiver's Servicer on any of the Transferred Assets on or prior to the Cutoff Date.
3. All payments received by the Receiver or the Receiver's Servicer prior to the Closing Date related to the Suspense Account; provided, however, that Purchaser shall purchase such funds from Seller pursuant to Section 2(g) of this Agreement.
4. All payments received by the Receiver or the Receiver's Servicer related to third party collections on Loans owned by a party who is not a Defendant-Related party.
5. Any other payments received by the Receiver or the Receiver's Servicer prior to the Cutoff Date.

EXHIBIT C

BILL OF SALE

For valuable consideration, the full and satisfactory receipt of which is hereby acknowledged by Receiver, and pursuant to the terms and conditions of the Purchase Agreement dated 10/14/10 between:

Robb Evans & Associates LLC, in its capacity as Receiver for National Credit Acceptance, Inc. in the action pending as Case No. 34-2009-00044895 in the Superior Court of the State of California for the County of Sacramento ("Court") entitled *First Bank, a Missouri banking corporation, in its individual capacity and as Administrative Agent pursuant to that certain Credit Agreement dated as of March 30, 2006, Plaintiff, v. National Credit Acceptance, Inc., a California corporation, et al., Defendants.* ("**Receiver**"), and pursuant to an order of approval of this transaction by the applicable Court, and

SACOR FINANCIAL, INC. ("**Purchaser**"),

effective as of date below, Receiver hereby sells, transfers and assigns all rights, title and interest in the personal property of National Credit Acceptance, a California corporation, NCA Financial Services, Inc., a California corporation, and CCS Collections, Inc., a California corporation formerly known as Columbia Credit Services, Inc., and any affiliates, subsidiaries, divisions or field operations thereof, including without limitation the Loans identified on "Exhibit 1 To Bill Of Sale" and or otherwise owned by National Credit Acceptance, Inc. (the "Transferred Assets"), but excluding the assets listed on Exhibit 1 To Bill Of Sale under the heading "Excluded Assets. Exhibit 1 To Bill Of Sale is attached hereto and incorporated herein by this reference. This Bill of Sale is executed without recourse except Receiver represents and warrants as of the date of this Bill of Sale that it has not sold, transferred or encumbered the Transferred Assets except pursuant the transaction contemplated by this Bill of Sale.

No other representation of or warranty of title or enforceability is expressed or implied except as expressly set forth in this Bill of Sale.

Receiver's Name:

ROBB EVANS & ASSOCIATES LLC,
in its capacity as Receiver for National Credit Acceptance, Inc. a California corporation, NCA Financial Services, Inc., a California corporation, and CCS Collections, Inc., a California corporation formerly known as Columbia Credit Services, Inc., and any affiliates, subsidiaries, divisions or field operations.

By: [Signature]
SRINIVASA KRISHNAN, EXEC. VICE PRESIDENT

Date: November 3, 2010

Purchaser Name:

SACOR FINANCIAL, INC.

By: [Signature]
Date: NOV 15, 2010

EXHIBIT 1 TO BILL OF SALE

TRANSFERRED ASSETS

The term "Loans" herein shall include any paid and unpaid receivables and or debt obligations, claims, loans, credit card accounts, credit line accounts, receivables, arbitrations, suits, judgments and other rights of National Credit Acceptance, Inc.. Further assets transferred include all papers, files and data pertinent to the Loans including without limitation any data files, schedules, documents, image and other data and evidences of debt related thereto to the extent that they are now in the control of the Receiver, together with the payments thereon received by the Receiver or Weinstein & Riley, P.S., or Ophrys LLC ("Servicer"), in their capacity as servicer to Receiver after the Cutoff Date.

1. All active and inactive Loans within portfolios of National Credit Acceptance, Inc. described and tracked by Servicer as follows:

30023 - NCA - 1

30027 - NCA - 2 (Direct)

30037 - NCA - 3

30038 - NCA - 4

30046 - NCA - 5

2. All active and inactive Loans provided to the Receiver by Scottsdale and/or Columbia Credit, LLC, and affiliated persons and entities, described and tracked by the Servicer as follows:

30024 - Scottsdale - 1

30025 - Scottsdale - 2

30033 - Financial Systems LLC

3. With respect to items one and two above (i) all related applicable and available files and data related to the Loans described in clause one and two and including without limitation any available schedules, documents, data and evidences of debt related to Loans (ii) all available oral, written or electronically stored information and material of Receiver and receiver's Servicer related to Loans, in tangible or intangible form, including all copies thereof, partial or complete in whatever media including, but not limited to, account numbers, identifying information and all other available data concerning obligors and any, makers, co makers, guarantors, sureties or other persons or entities liable on the Loans known to Receiver.

4. All personal property, files, papers and remainder business equipment, supplies and furniture which were formerly the property of National Credit Acceptance, Inc and CCS

Collections, Inc. formerly known as Columbia Credit Services, Inc., but not including the files of the Receiver or Receiver's counsel related to the administration of the receivership estate.

5. a) All rights of National Credit Acceptance, Inc from the effect of agreements between National Credit Acceptance, Inc. and any attorney, to whom National Credit Acceptance, Inc has forwarded any collection claim.

b) To the extent that such rights may be assignable, any remainder beneficial rights related to third party collection agreements between CCS Collections, Inc., the Receiver and any third party collection clients.

6: Each of the following:

Transaction files providing all payments from appointment of the Receiver to Closing Date (the "Receivership Period") and copies of payments received;

Final receivership sale files for all Loans in similar format as previously provided by Servicer to Purchaser.

Record of all payments received for the Loans and the remainder balances of Loans.

An extract of the Receiver's Servicer's collection records databases including collection note memos.

Record of all settlement agreements made with obligors for less than the full balance owing, the payments received thereon, and the remainder balance owing by obligors.

Record of any agreement or action by Receiver's Servicer which during the Receivership Period dismissed any suit, vacated any judgment, or released any levy.

Copies of agreements made with external counsel where such counsel had charge of collection accounts of the Receivership Companies.

A complete file evidencing Servicing Documents, as maintained in the ordinary course by Receiver's Servicer, related to the Transferred Assets including but not limited to agreements with Obligor and or Attorneys for Obligor, correspondence sent to or received from Obligor and attorneys for Obligor, and correspondence with courts, sheriffs, and others concerning the Transferred Assets. This is to be delivered with a database containing the master ID number, the document name (File name), the document type, the date scanned and the document location.

Copies of the external counsel billings and remittance advices received by Receiver or Receiver's Servicer during the Receivership Period.

A data file listing all Obligor who, to the knowledge of the Receiver or the Receiver's Servicer, have filed bankruptcy through the Cutoff Date.

A list of any Obligor who have threatened to file, or have filed, any suit against Receiver or Receiver's Servicer, and copies of any related correspondence received.

The Receiver shall have no obligation to disclose any communications between the Receiver, its counsel, or the Servicer, or any matters protected by the attorney-client privilege, except for matters involving the collection on, or payment or settlement of Loans.

EXCLUDED ASSETS

1. All funds at issue in that certain action entitled *Prem Dhawan, Trustee of the bankruptcy estate of CCS Collection Services, Inc., Debtor, Plaintiff, v. Columbia Credit LLC, a California limited liability company; First Bank, a Missouri bankruptcy corporation; and Bank of America Corporation, a Delaware banking corporation, Defendants, and designated as Adversary Proceeding No. 09-23434-A in the files of the Bankruptcy Court* (the "Adversary Proceeding"), including but not limited to the funds paid to First Bank in the Adversary Proceeding and any funds interpleaded by Bank of America in the Adversary Proceeding and still held by the bankruptcy estate in that matter.
2. All payments received by the Receiver or the Receiver's Servicer on any of the Transferred Assets on or prior to the Cutoff Date.
3. All payments received by the Receiver or the Receiver's Servicer prior to the Closing Date related to the Suspense Accounts; provided, however, that Purchaser shall purchase such funds from Seller pursuant to Section 2(g) of this Agreement.
4. All payments received by the Receiver or the Receiver's Servicer related to third party collections on Loans owned by a party who is not a Defendant-related party.
5. Any other payments received by the Receiver or the Receiver's Servicer prior to the Cutoff Date.

EXHIBIT D

DELIVERY OF PHYSICAL ITEMS AND EVIDENCE OF INDEBTEDNESS

Unless otherwise specified herein, Receiver shall cause delivery to Purchaser the following items, or allow Purchaser access to those items, within 10 days of Closing Date, but only to the extent that they are now in Receiver's possession, custody or control:

All physical collection and legal files evidencing Loans sold together with file cabinets;

On Closing Date: All physical property consisting of furniture, business equipment, computers, files and miscellaneous goods of National Credit Acceptance, CCS Collections, Inc., f/k/a Columbia Credit Services, Inc., each a California corporation

On or Before Closing day: Transaction files providing all payments from appointment of the Receiver to Closing Date (the "Receivership Period") and copies of payments received;

Within three days of Closing: Final receivership sale files for all Loans in similar format as previously provided.

On or before Closing Date: Record of all payments received for the Loans and the remainder balances of Loans.

Within three days of Closing: An extract of the Servicer's collection records databases including collection note memos.

Within three days of Closing: Record of all settlement agreements made with obligors for less than the full balance owing, the payments received thereon, and the remainder balance owing by obligors under such settlement agreements.

Record of any agreement or action by Receiver which during the Receivership Period dismissed any suit, vacated any judgment, or released any levy.

Copies of agreements made with external counsel where such counsel had charge of collection accounts of the Receivership Companies.

A complete file evidencing Servicing Documents related to the Transferred Assets including but not limited to agreements with Obligor and or Attorneys for Obligor, correspondence sent to or received from Obligor and attorneys for Obligor, and correspondence with courts, sheriffs, and others concerning the Transferred Assets. This is to be delivered with a database containing the master ID number, the document name (File name), the document type, the date scanned and the document location.

Within ten business days after the execution of this Agreement and the Settlement Agreement by all Parties: Copies of the external counsel billings and remittance advices received by Receiver or Servicer during the Receivership Period evidencing payment not yet applied to obligor

accounts. All information provided under this paragraph shall be maintained as Receiver's Confidential Information, and in the event the Closing fails to occur for any reason, Purchaser shall immediately destroy all copies of these materials.

Within three days of Closing Date: A data file listing all Obligors who, to the knowledge of the Receiver or the Servicer, have filed bankruptcy through the Cutoff Date.

Within three days of Closing Date: A list of any Obligors who have threatened to file, or have filed, any suit against Receiver or its Servicers, and copies of any related correspondence received.

Within three days of Closing Date: A list of all Obligors who, to the knowledge of Receiver and Servicer, are represented by counsel.

On or before Closing Date: A list of all Obligors who have issued "cease contact" notices to Receiver or its Receiver's Servicer under 15 USC 1692(e) et seq.

The Receiver shall have no obligation to disclose any communications between the Receiver, its counsel, or the Servicer, or any matters protected by the attorney-client privilege, except for matters involving the collection on, or payment or settlement of Loans.