



Unifund CCR Partners

AVID ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

AGREEMENT made as of this 5th day of August, 2009 ("Closing Date") by and between UNIFUND CCR PARTNERS a New York General Partnership doing business at 10625 Techwoods Circle, Cincinnati, OH 45242 hereafter referred to as "Seller", and Cuda & Associates LLC a Connecticut Limited Liability Company doing business at 234 Church Street 7th Floor, New Haven, CT 06510 hereafter referred to as "Buyer".

WITNESSETH:

Whereas, Seller has acquired certain charge-off accounts ("Receivables");

Whereas, Buyer desires to purchase certain of the Receivables in order to attempt collection of the accounts;

NOW THEREFORE the parties do agree to the mutual terms and conditions as stated hereafter and contained herein:

1. Receivables. The Receivables consist of 43 accounts totaling \$274,757.88 for the state of Connecticut, as identified on the attached list (Exhibit A). The purchase price to be paid is \$ [REDACTED] on the aggregate unpaid balance per Exhibit A.
2. Sale. Seller sells, transfers, and assigns to Buyer Seller's right, title, and interest of the Receivables for the total sum of \$ [REDACTED] Dollars and [REDACTED] Cents (\$ [REDACTED]) ("Purchase Price") due at Closing Date.
3. Qualifications
 - a) BUYER understands and agrees that certain Receivables purchased hereunder may not be legally collectible or that the information provided to Buyer by Seller may not be sufficient to permit collection of the account. Within 120 days following Closing Date (on or before December 5, 2009), BUYER shall submit to SELLER any and all Disqualified Receivables which shall be defined and shall be understood as Receivables in which the account debtor:
 - i) Had died on or before Closing Date, or
 - ii) Filed a bankruptcy petition on or after the account open date pertaining to such Receivable and on or before Closing Date and

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- such bankruptcy has not been dismissed by the bankruptcy court,
or
- iii) Had paid, resolved, compromised or settled the account on or before the Closing Date.

Within 150 days following Closing Date (on or before January 5, 2010), BUYER shall submit to SELLER any and all Disqualified Receivables which shall be defined and shall be understood as Receivables in which the account debtor:

- i) In which charges to the account were incurred by fraud and deceit, or
 - ii) The (a) address and employment, or (b) asset information provided to BUYER by SELLER is inaccurate or incomplete, as hereinafter provided.
- b) SELLER is providing BUYER hereunder with information on either (a) the account debtors address and employment, or (b) where assets of the account debtor may be located, or (c) both. In the case of (v) above, if the SELLER has provided BUYER with the information as outlined in (a), (b) or (c) of this paragraph and the information as provided in (a) and (b) is inaccurate or incomplete, such that BUYER is not able to proceed to collect the amounts due thereon, then such account shall be deemed a Disqualified Receivable hereunder, provided SELLER provides BUYER with the following evidence of disqualification:
- i) In the case of an incorrect address, evidence that BUYER attempted to collect at the incorrect address (an example being a returned envelope with the incorrect address listed on it). SELLER shall have forty-five (45) days in which to verify the debtor's correct address before the account is deemed a Disqualified Receivable
 - ii) In the case of assets not being located, BUYER must present SELLER with documentation of attempts to retrieve said assets. SELLER shall have forty-five (45) days in which to verify the asset's correct location before the account is deemed a Disqualified Receivable.
 - iii) In the case of incorrect employment information, BUYER must present evidence that BUYER attempted to collect at the incorrect employment location. Seller shall have forty-five (45) days in which to verify the debtor's correct employment location before the account is deemed a Disqualified Receivable.

Any Disqualified Receivables submitted after the aforementioned date shall not be considered nor shall SELLER have any obligation whatsoever to account or to replace untimely Disqualified Receivables.

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- c) To the extent BUYER timely submits to SELLER Disqualified Receivables, SELLER shall credit such Disqualified Receivables for the equivalent purchase value of the Disqualified Receivables. ~~///~~ (BUYER Initial)
 - d) Disqualified Receivables shall be accompanied with appropriate and reasonable documentation to demonstrate to SELLER's satisfaction that they qualify as Disqualified Receivables pursuant to the conditions of Paragraph 3 a). Such documents may include death certificates or other public references to the debtor and date of death; certified copy of bankruptcy petition or name, address and telephone number of debtor's bankruptcy counsel; affidavits of debtor stating resolution by prior payment with evidence of payment made.
4. Post-Closing Receipts. In the event that Seller receives any money from an account debtor under a Contract subsequent to its sale or assignment to Buyer, Seller shall remit all such monies it receives promptly to Buyer. The amount remitted shall equal the amount received by Seller. All monies are to be sent to:

Cuda & Associates LLC
 234 Church Street
 7th Floor
 New Haven, CT 06510
 Fax: (203)752-1790
 Attention: Ben Morris

Such amounts shall be included in collected revenue under Paragraph 3a.

5. Representations Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants, to and with Seller, as of the date of this Agreement the following as of the date of this Agreement and as of the Closing Date:
- a) Notification. Within 30 days after the Closing Date, to the extent that any collection activity is commenced against such obligor or, otherwise, as required by applicable state or federal law, Buyer will notify the obligor(s) of each Receivable of their acquisition of the Receivable by virtue of a written notice mailed to each obligor at his or her last known address.
 - b) Compliance with Law. In the performance of its collection efforts, in the course of collection of amounts due under the Accounts, Buyer shall at all times conform with all requirements of all applicable Federal, State, and local laws, rules and regulations applicable to the conduct of such activities, including the requirements of the Fair Debt Collection Practices Act (15 U.S.C. Section 1692 et seq.), Consumer Credit Protection Act, and

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the federal Fair Credit Reporting Act.

- c) Obligor Contact. Buyer has not taken any collection action or contacted any of the accounts purchased, as of and including the date of this agreement.
- d) Originator Contact. Under no circumstances shall Buyer be permitted to contact the originator or prior owner of any Receivable without first receiving Seller's express written consent, which consent may be withheld in its sole discretion.
- e) Post-Closing Obligations. After the Closing Date, all rights, obligations, liabilities and responsibilities of Seller with respect to servicing of the Receivables, if any, shall pass to Buyer, and Seller shall be discharged from all liability therefore arising from actions occurring after the Closing Date. Buyer shall comply with all laws related thereto.
- f) Authorization. Buyer is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws to which it may be subject or by which its assets may be bound and that the undersigned representative is authorized to act on behalf of and bind Buyer to the terms of this Agreement.
- g) Binding Obligations. Assuming due authorization, execution and delivery by each other party hereto, this Agreement and all of the obligations of Buyer hereunder are the legal, valid and binding obligations of Buyer, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).
- h) No Breach or Default. The execution and delivery of this Agreement and the performance of its obligations hereunder by Buyer will not conflict with any provision of any law or regulation to which Buyer is subject or by which any of its assets may be bound or conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which it or any of its assets may be bound, or any order or decree applicable to Buyer.
- i) Assistance of Third Parties. Buyer hereby agrees, acknowledges, confirms and understands that Seller shall have no responsibility or

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liability to Buyer arising out of or related to any third party's failure to assist or cooperate with Buyer. In addition, Buyer is not relying upon the continued actions or efforts of Seller or any third party in connection with its decision to purchase the Receivables. The risks attendant to the potential failure or refusal of third parties to assist or cooperate with Buyer and/or Seller in the effective transfer, assignment, and conveyance of the purchased Assets, and/or assigned rights shall be borne by Buyer.

j) Enforcement - Legal Actions. Buyer shall not

- 1) institute any enforcement or legal action or proceeding in the name of Seller, any subsidiary thereof, or make reference to any of the foregoing entities in any correspondence to or discussion with any particular obligor regarding enforcement or collection of the Receivables;
- 2) take any enforcement action against any obligor that would be commercially unreasonable, nor misrepresent, mislead, deceive, or otherwise fail adequately to disclose to any particular obligor the identity of Buyer as the owner of the Assets;
- 3) use, adopt, exploit, or allude to Seller or any name derived therefrom or confusingly similar therewith or the name of any other local, state or federal agency or association to promote Buyer's sale, enforcement, collection, or management of the Receivables; and
- 4) represent that there is an affiliation or agency relationship between Buyer and Seller, nor shall Buyer state or represent in anyway that Buyer is acting on behalf of the Seller.

Buyer agrees, acknowledges, confirms, and understands that there may be no adequate remedy at law for a violation of the terms, provisions, conditions and limitations set forth in this Section and Seller shall have the right to seek the entry of an order of court of competent jurisdiction enjoining any violation hereof.

Notwithstanding the foregoing, Buyer may use name of Seller only for purposes of identifying itself as the successor in interest to Seller with regard to any Receivable in communications with any Obligor in order to collect amounts outstanding on the Receivable, in connection with filing suit upon the Receivable and in connection with the sale of the Receivable.

k) Independent Evaluation. Buyer's decision to purchase the Receivables

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pursuant to this Agreement is and was based upon Buyer's own independent evaluation of information deemed relevant to Buyer. Buyer acknowledges and agrees that, while some information concerning the Receivables was made available to Buyer for review prior to the Sale, such information may not be complete. Buyer has relied solely on its own investigation and it has not relied upon any oral or written information provided by Seller, or any its contractors, employees or representatives, and acknowledges that no contractor, employee or representative of Seller has been authorized to make, and that Buyer has not relied upon, any statements other than those specifically contained in this Agreement.

- l) Due Diligence. Buyer has been urged to conduct such due diligence review and analysis of the information provided by the Seller in order to make a complete informed decision with respect to the purchase and acquisition of the Receivables.

- m) Economic Risk. Buyer acknowledges that the Receivables may have limited or no value and Buyer has the financial wherewithal to own the Receivables for an indefinite period of time and to bear the economic risk of an outright purchase of the Receivables and a total loss of the Purchase Price.

6. Buyer Indemnification. Buyer will protect, indemnify, defend and hold Seller (including its Officers, Directors, Employees, Stockholders, Agents, Partners, Representative, Assigns and Principals) harmless from and against any and all claims, loss, cost, expense (including, without limitation, reasonable attorney's fees and costs of suits), demands, liabilities and damages arising from or related to: (a) any breach by the Buyer or any subsequent buyer or assignee of the representations, warranties, covenants or other responsibilities set forth in this Agreement, each to be read without regard to any materiality requirement in order for there to be a breach or (b) any other act or omission by the Buyer or any of its respective officers, directors, agents, employees, representatives or assignees with respect to the Receivables, or (c) by reason of negligent or willful misconduct or violation of any applicable law, rule or regulation by Buyer (or its employees or agents) in connection with the collection or enforcement of the Accounts. The Buyer shall notify the Seller immediately of any claim or threatened claim that may affect the Buyer or Seller that is discovered by Buyer.

7. Additional Terms. If the box to the left is checked, then the additional terms on Annex B shall apply, which terms are hereby incorporated herein by reference. To the extent any term or provision on Annex B conflicts with or is otherwise inconsistent with the terms contained herein, the terms on Annex B shall control.

8. Account Documents. Seller makes no guaranty that account applications, account

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statements, affidavits of debt, or any other documents ("Account Documents") shall be able to be provided. Such Account Documents are subject to the provisions and charges for Account Documents as provided by the individual issuer(s) in the attached Annex B. Buyer is responsible for requesting the correct Account Documents, and when requesting account statements, it is Buyer's responsibility to correctly identify whether Buyer is seeking any or all of: the final statement, the charge-off statement, the last payment statement, or a series of multiple statements based on a range of dates. Buyer can also request an affidavit of debt from the Seller and/or an affidavit of debt from the original issuer. Buyer is not restricted to waiting for other Account Documents to be produced or not produced to order such seller affidavit or bank affidavit. Buyer must clearly specify if they are requesting a seller affidavit or a bank affidavit. Generally, once requested, delivery of Account Documents can take 120 days or more, if available. In many instances, the original issuer does not respond if it is unable to provide the requested Account Document. Therefore, it is Buyer's responsibility to track requests for and receipt of Account Documents. The failure of Seller to obtain any Account Documents requested by Buyer will not be a breach of this Agreement.

~~MA~~ (BUYER Initial)

9. Assignment. This contract can only be assigned and the Receivables can only be transferred, sold or otherwise assigned by Buyer with the written approval of Seller, which consent can be withheld in Seller's sole discretion.

10. Amendments. No modification of or amendment to this Agreement shall be binding unless in writing and executed by both parties.

11. Arbitration. In the event that a dispute or controversy arising out of this Agreement or the accomplishment or transactions hereunder is not resolved by good faith discussion between the parties within 30 days, then the matter shall be resolved by binding arbitration conducted in accordance with then current rules of the American Arbitration Association which arbitration shall be conducted in Cincinnati, Ohio or at such other location as may be agreed to by parties. A single arbitrator shall be selected. The arbitrator shall make written findings of fact and the basis for the decision. The arbitrator in his reasonable discretion may award the prevailing party costs including attorney fees.

12. Limitation of Liability. Seller's liability under this Agreement shall be strictly limited to the amounts in fact received by Seller from Buyer. Seller shall not be liable nor assume any obligation for incidental consequential or special damages of any kind, including without limitation, lost profit, lost revenue, cost of capital, use of capital and/or lost services. Seller makes absolutely no representations or warranties regarding the collectibility of the Receivables being transferred to Buyer hereunder.

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13. Agency. Nothing in this Agreement is intended nor shall be construed to create any agency, joint venture, partnership, or fiduciary relationship between the parties. The parties shall at all times remain separate and distinct, independently contracting entities; neither party shall be authorized to create any obligation or bind the other to any contract or performance in any manner.
14. Third-Party Beneficiary. Except as disclosed on Annex E attached hereto, Buyer and Seller acknowledge and agree that no party is intended to be a third-party beneficiary of this contract.
15. Severability. If any one or more provisions of this Agreement, for any reason, is held to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality will not affect the other provisions of this Agreement, and this Agreement will be construed without the invalid, illegal or unenforceable provision.
16. **NO OTHER REPRESENTATIONS OR WARRANTIES. EXCEPT AS PROVIDED HEREIN, THE RECEIVABLES ARE BEING SOLD "AS-IS" AND "WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER (WHETHER EXPRESSED OR IMPLIED), AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE RECEIVABLES, AND THE STRATIFICATION OR PACKAGING OF THE RECEIVABLES.**
17. Cross Default. In addition to this Agreement, Buyer and any affiliated entities, subsidiaries, parents and other related entities (collectively, "Buyer") may have entered into Accounts Receivable Agreements with Seller in the past or may enter into Accounts Receivable Agreements with Seller in the future (the "Other Agreements"). Any breach or default by Buyer under this Agreement or any of the Other Agreements, or any other agreements or contracts between Seller and Buyer, shall constitute a breach of this Agreement and the Other Agreements.
18. Waiver and Release. Buyer and all others claiming by or through Buyer hereby disclaim and waive any claim, losses or liabilities they may now or in the future have against Seller and any of their respective contractors, affiliates, officers, directors, employees, contractors, attorneys, agents, and predecessors in interest and their respective successors and assignees as a result of the purchase of the Receivables; provided, however, that this waiver and release shall not extend to any liability of Seller arising from Seller's failure to perform its obligations in accordance with the terms of this Agreement. In addition, Buyer and all others claiming by or through Buyer hereby release Seller, its affiliates, officers, directors, employees, contractors, attorneys, agents and predecessors in interest and their respective successors and assigns, from any and all claims, losses or liabilities arising from or related to the Receivables or arising out of the violation of any

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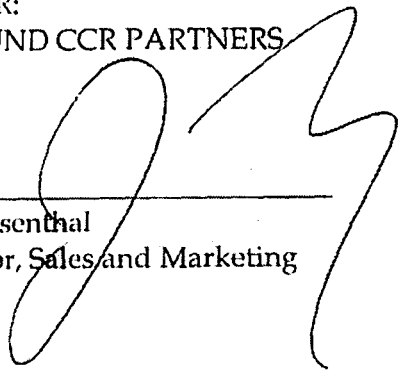
applicable laws.

19. Prior Understanding. This Agreement supersedes any and all prior discussions and agreements between Seller and Buyer with respect to the purchase of the Receivables and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein.
20. Governing Law/Choice of Forum. This Agreement shall be construed, and the rights and obligations of Seller and Buyer hereunder determined, in accordance with the laws of the State of Ohio (the "State"). The parties agree that any legal actions between Buyer and Seller regarding the purchase of the Receivables hereunder shall be originated in the courts in and for the State in the county where Seller is located, and Buyer hereby consents to the jurisdiction of said court in connection with any action or proceeding initiated concerning this Agreement and agrees that service by mail to the address specified on the first page of this Agreement, or such other address as may be provided to Seller in writing from time to time, shall be sufficient to confer jurisdiction over Buyer in such State court.

This Agreement shall become effective when executed by Buyer and Seller.

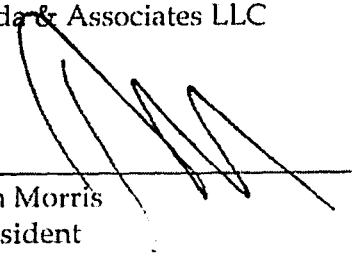
SELLER:
UNIFUND CCR PARTNERS

By: _____
Joel Rosenthal
Director, Sales and Marketing



BUYER:
Cuda & Associates LLC

By: _____
Ben Morris
President



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ANNEX A

List of Receivables

Buyer acknowledges that the List of Receivables is appended to this Agreement on that certain CD created contemporaneously with the Closing Date of this Agreement and bearing a label titled "Final File, Bills of Sale, Card Holder Agreements" with the following identifying information: (1) Buyer Name; (2) Closing Date; and (3) Number of Accounts. That certain CD shall be provided to Buyer by Seller within a reasonable time after the Closing Date.

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Annex B
 Citibank (South Dakota), N.A.
 Additional Terms

1. **Retrieval of Account Documents.** Buyer may deliver to Seller a written request as to any Account, for Seller to provide account applications, account statements, or affidavits of debt ("Account Documents") subject to Seller's reasonable ability to obtain each such request from the Originator, Citibank (South Dakota), N.A. ("the Bank"). Seller will charge \$15.00 for each Account Document furnished. Each item requested constitutes a separate request for purposes of determining the cumulative number of requests, notwithstanding the fact that it may relate to the same Account or Debtor. The failure of Seller to obtain an Account Document requested by Buyer will not be a breach of this Agreement. An affidavit signed by the Seller attesting to the account balance and transfer of the account to Buyer is available for any account free of charge.

2. **Compliance with Law.** With respect to any Account, Buyer or Buyer's agent will at all times: (a) comply with all state and federal laws applicable to debt collection, including, without limitation, the Consumer Credit Protection Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act, and (b) for any Account where the statute of limitations has run, not falsely represent that a lawsuit will be filed if the Cardholder does not pay. Furthermore, Buyer shall immediately cease any collection efforts upon receiving notice (whether from the Debtor, the Seller, or a third party on behalf of the Debtor) that a Debtor has discharged the debt in bankruptcy, and shall not re-commence collection activity until Buyer has conducted a reasonable investigation into the Debtor's claim and determined, based upon reasonable evidence, that the Debtor's claim is unfounded.

3. **Notice of Claims.** Buyer will notify Seller immediately of any claim or threatened claim against the Seller and/or the Bank, or any claim or threatened claim that may affect the Seller and/or the Bank, that is discovered by Buyer. Seller will use its reasonable efforts to promptly notify the Buyer of any notice it receives that an account is subject to Bankruptcy protection.

4. **Use of Names.** The Buyer will not use or refer to the name "Citibank," "Citibank Classic," "Citicorp," "Citigroup", Universal Bank, Universal Card Services Corp., or any similar name or successor corporation, except to reference "Citibank", "Universal Bank" or Universal Card Services for purposes of identifying an Account in communications with the Account's Debtor, in collecting amounts outstanding on the Account, and in conducting litigation or participating in a bankruptcy proceeding with respect to the Account. Buyer shall not represent that there is an affiliation or agency relationship between Buyer and the Bank, nor shall Buyer state or represent in any way that it is acting for or on behalf of the Bank. Buyer shall not misrepresent, mislead or otherwise fail adequately to disclose its ownership of the Accounts.

5. **Breach.** Buyer and Seller acknowledge that Buyer's breach of Section 4 clause will result in actual and substantial damages to the Bank, the amount of which will be difficult to ascertain with precision. Therefore, if Buyer breaches this Article 4, Buyer will be liable for payment to the Bank the sum of \$10,000.00 for each breach (each breach being the single use of the above names, communicated to a third party as described above) as liquidated damages and in preventing Buyer's further breach of this provision.

6. **SELLER'S RIGHT TO REPURCHASE ACCOUNTS RECALLED BY THE BANK**

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Accounts Affected. The Seller shall have the right to repurchase any Account that has not been paid in full, released or compromised by Buyer, if the Bank has determined that there is a pending or threatened suit, arbitration, bankruptcy proceeding or other legal proceeding or investigation relating to an Account or a Cardholder, and naming the Bank or otherwise involving the Bank's interest therein in a manner unacceptable to the Bank, or the Bank otherwise determines (in its sole discretion) that such matter cannot be resolved and/or that the Bank's interest therein cannot be adequately protected without the Bank owning such Account.

7. **RIGHT TO REPURCHASE**

Upon notice to Buyer, Seller may repurchase any Account described in the Section 6 by repaying to Buyer the purchase price of the Account. Upon delivering to the Seller a full accounting of the Account, Buyer may retain any money or value that Buyer collected or received on the Account before Buyer's receipt of the Seller's notice electing to repurchase the Account; provided that, after Buyer has received the Seller's notice, Buyer will immediately cease releasing or compromising the Account.

8. **RIGHT OF RESALE**

Sale or Transfer to a Third Party. Buyer may not resell or transfer the ownership of any Account to a third party, nor shall it sell Cardholder information (such as names and addresses) to any third party without the express written consent of the Seller and the Bank, which consent will not be unreasonably withheld; provided, however, that Buyer must conduct commercially reasonable and prudent due diligence of the third party and present the Seller with the due diligence material obtained; and, provided further, that Buyer shall defend, indemnify and hold harmless the Seller and the Bank from any and all causes of action, claims, expenses or judgments incurred by the Seller or the Bank for which Buyer's third party is responsible. Buyer shall require the third party to agree to be bound to the Buyer's obligations as set out in this Annex B. All Consents to allow Buyer to resell Accounts shall be memorialized by third party buyer executing a Consent to Resell Accounts in the form of Exhibit B, attached. Seller shall respond to Buyer's request to resell Accounts within five (5) business days from the date the Seller receives the request, unless Seller's delay in responding is caused by or related to Buyer's failure to provide Seller with necessary information relating to potential third party buyers. Unless otherwise agreed in writing, Seller's consent to the Buyer's resale or transfer of ownership of any Account to a third party shall not relieve the Buyer of its obligations and responsibilities under this Agreement. If Seller and the Bank consent to such resale or transfer of ownership of any Account to a third party, all third party requests for documentation pursuant to section 6.2 must be made to Bank through Seller, unless Seller and the Bank otherwise agree in writing. Nothing in this section shall modify the indemnification provisions between Buyer and Seller as set forth in Articles 6 and 7 of this Agreement.

9. Exceptions. Section 8 shall not apply to Buyer's sale, pledge or transfer of Accounts to one or more of its wholly owned subsidiaries or affiliates or to a trust or other special purpose vehicle which is wholly owned by such subsidiary for the sole purpose of obtaining financing and/or issuing asset-backed securities secured by such Accounts, provided that Buyer shall give Seller prior notice of the sale, pledge, or transfer under this Section 9.

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EXHIBIT B

DOWNSTREAM PURCHASER REPRESENTATION AND WARRANTY

In connection with purchases of accounts from Unifund CCR Partners ("Accounts"), Cuda & Associates LLC represents and warrants as follows:

Cuda & Associates LLC at all times, will comply in all material respects with all laws and regulations applicable to the Accounts, including, without limitation, the U.S. Bankruptcy Code, the Consumer Credit Protection Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act, and all relevant state and local laws and ordinances.

Further, Cuda & Associates LLC shall (1) direct all inquiries or request for documentation regarding the Accounts to Seller and not to Citibank (South Dakota), N.A. and (2) shall not use the name of Citigroup, Citicorp, Citibank (South Dakota) N.A. or any similar name or successor corporation in any way in the operation of its collection of the Accounts, including but not limited to letters or forms, except that it may refer to an Account in the body of a collection letter as an account purchased from Citibank (South Dakota), N.A.

Cuda & Associates LLC

By:

Name:

Title:

Date:

Bob [unclear]
Marketing Director

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Annex B
FIA Card Services (Bank of America)
Additional Terms

1. **Account Documents.** Buyer may deliver to Seller a written request as to any Receivable, for Seller to provide account applications, account statements, or affidavits of debt subject to Seller's reasonable ability to obtain each such request from the Originator(s).
 - a. For two (2) years after the Original Closing Date, with respect to Receivables sold on such Original Closing Date, the Original Issuer agrees to provide Seller with copies (but only to the extent such material may exist, which extent is not guaranteed, warranted or represented) of only (a) the Receivable application, (b) last Receivable statement and any other available Receivable statement with respect to any Receivable, within a reasonable period of time following Original Issuer's receipt of Seller's request for such information, and (c) any Affidavits of Lost or Destroyed Documents. Any Affidavits of Lost or Destroyed Documents shall include a provision attesting to the guaranty by the guarantor of the Receivable where applicable. Seller will charge \$10.00 for each Account Document furnished. Each item requested constitutes a separate request for purposes of determining the cumulative number of requests, notwithstanding the fact that multiple items may relate to the same Account or Debtor. Seller makes no representation or warranty with respect to the availability of any Account Document from any Originator. The failure of Seller to obtain an Account Document requested by Buyer will not be a breach of this Agreement. An affidavit signed by the Seller attesting to the account balance and transfer of the account to Buyer is available for any account free of charge.
 - b. With respect to information requests that occur in writing after the two (2) years subsequent to the Original Closing Date has passed, the Original Issuer may provide Seller with additional information from the books and records of Seller concerning the Receivables sold on the Original Closing Date if Buyer requests such information. However, the Original Issuer shall have no obligation to provide such information, and shall have no obligation to execute or provide any documents, files, records, testimony or other information to Seller, its successors or assigns, concerning any Receivable, unless otherwise agreed to by the parties.
 - c. Seller has been advised by the Original Issuer and Buyer has been advised by the Seller that (a) it is the Original Issuer's policy not to retain Account Documents and (b) some of the Receivables do not have an original application or a copy thereof (whether by microfilm, microfiche or other media). To what extent applications are or are not available, is not known by Seller nor represented to Buyer.
2. **Buyer Servicer Requirements.** Buyer shall be responsible for complying with all state and federal laws, rules, regulations and other statutory requirements, if any, with respect to the ownership and/or servicing and/or collection of any of the Receivables from and after the Transfer Date of such Receivable including, without limitation, the obligation to notify any Obligor of the transfer of servicing rights from Seller to Buyer.
3. **Disputes With Obligors Resolved Through Litigation.** Buyer acknowledges and agrees that any claim, dispute or action against an Obligor of a Receivable shall be resolved by litigation pursuant to the terms and conditions of the underlying loan agreement between the Original Issuer and

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such Obligor, which is assigned to and assumed by Buyer, pursuant to the terms of this Agreement.

4. Seller's Right to Retain and to Repurchase Receivable(s). The Seller shall have the right to repurchase any Account that has not been paid in full, released or compromised by Buyer. Upon notice to Buyer, Seller may repurchase any Account described in this Section 7 by repaying to Buyer the purchase price of the Account less any amounts received by Buyer on the Account. Upon delivering to the Seller of a full accounting of the Account, Buyer may retain any money or value that Buyer collected or received on the Account before Buyer's receipt of the Seller's notice electing to repurchase the Account; provided that, after Buyer has received the Seller's notice, Buyer will immediately cease collecting or compromising the Account.
5. Seller's Right to Notification of Claims and Actions. Buyer shall promptly notify Seller of any Claim, threatened Claim or pending or threatened arbitration or other legal proceeding by any Obligor against Seller or the Original Issuer that arises from or relates to any of the Receivables purchased hereunder.
6. Enforcement/Legal Actions/Unfair Collection Practices. Buyer covenants, agrees, warrants and represents that Buyer shall not institute any enforcement or legal action or proceeding in the name of the Original Issuer, Seller or any subsidiary or affiliate thereof. Buyer also represents, warrants and covenants not to take any enforcement action against any Obligor that would be commercially unreasonable and Buyer shall not misrepresent, mislead, deceive, or otherwise fail adequately to disclose to any particular Obligor the identity of Buyer as the owner of the Receivables. Buyer further represents, warrants and covenants not to use, adopt, exploit, or allude to the Original Issuer or Seller or any name derived therefrom or confusingly similar therewith or the name of any other local, state or federal agency or association to promote Buyer's sale, enforcement, collection, or management of the Receivables except for the use of Original Issuer's or Seller's name (or the name of an affiliate of Original Issuer or Seller) as may be required to accurately identify Original Issuer or Seller (or an affiliate of Original Issuer or Seller) as the originator or seller of the Receivables. Buyer covenants, agrees, warrants and represents that it will not violate any laws relating to unfair credit collection practices in connection with any of the Receivables transferred to Buyer pursuant to this Agreement. Buyer agrees, acknowledges, confirms and understands that there may be no adequate remedy at law for a violation of the terms, provisions, conditions and limitations set forth in this Section and Seller and/or the Original Issuer shall have the right to seek the entry of an order by a court of competent jurisdiction enjoining any violation hereof. Buyer agrees to notify Seller within ten (10) business days of notice or knowledge of any Claim or demand.

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7. Conformity to Law. Buyer agrees, at its sole cost and expense, to abide by all applicable state and federal laws, rules and regulations regarding the handling, maintenance, servicing and collection of all Receivables and in the maintenance of all documents and records relating to the Receivables purchased hereunder, including, but not limited to, the length of time such documents and records are to be retained, and making any disclosures to Obligor as may be required by law. Buyer hereby agrees to perform all of its obligations with respect to federal and/or state tax reporting relating to or arising out of the Receivables sold and assigned pursuant to this Agreement including, without limitation, the obligations with respect to Form 1099 and backup withholding with respect to the same, if required, for the year 2006 and thereafter and agrees to deliver a copy of any such Form 1099 to Seller upon request.

8. Payments Received. Any payments received by Seller from the Original Issuer with respect to an Receivable (except for any Receivable which has been replaced or repurchased by Seller under the terms of the Agreement), shall be forwarded to Buyer as promptly as possible. The Originator may charge Seller a \$5.00 per transaction processing fee. Seller will deduct any such processing fee when remitting payments to the Buyer.

9. Waiver and Release. Buyer, its affiliates, officers, directors, successors or assignees thereof, and all subsequent transferees of the Receivables, and all others claiming by or through Buyer or subsequent transferees, hereby disclaim and waive any right or cause of action they may now or in the future have against Original Issuer, and any of Original Issuer's respective contractor's officers, directors, employees, attorneys, agents, and predecessors in interest as a result of the purchase of the Receivables. In addition, Buyer, its affiliates, officers, directors, successors or assignees thereof, and all subsequent transferees of the Receivables, and all others claiming by or through Buyer or subsequent transferees, hereby release Original Issuer, its agents, officers, directors, representatives, contractors, employees, attorneys and their successors and assigns, from any and all Claims arising from or related to the Receivables or arising out of the violation of any applicable laws (including, without limitation, state and federal securities laws).

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**ANNEX B
CHASE BANK USA, N.A.
ADDITIONAL TERMS**

1) Representations and Warranties of Buyer

Buyer represents and warrants as of the date hereof and as of the Closing Date, that:

a. Execution and delivery by Buyer of this Agreement, and the performance by Buyer of the transactions contemplated hereby, are within Buyer's powers, have been duly authorized by all necessary action, do not require any consent or other action by or in respect of, of filing with, any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation, or under any governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument binding on Buyer.

b. In the performance of its collection efforts with respect to the purchased Charged-off Accounts, Buyer shall comply with all requirements of all applicable federal, state and local laws, rules and regulations, including, without limitation, the requirements of the Fair Debt Collection Practices Act as set forth in 15 U.S.C. 1692 et seq.

c. In the event Buyer receives a notice from any state or federal agency that it is being investigated for violations of any debt collection practices statute or regulation, Buyer shall promptly, but in no event more than ten (10) days after receipt of such notice, notify Seller in writing that such investigation has been initiated. Buyer shall provide Seller with details of the allegations made and of Buyer's intended response thereto.

d. Buyer has the right, power and authority to execute this Agreement and act in accordance herewith, and that no broker, investment banker, agent or other person is entitled to any commission or compensation in connection with the transactions described in this Agreement as a result of any actions taken by Buyer.

e. Buyer agrees to immediately notify Seller in writing of any unauthorized misappropriation, disclosure or use by any person of any information and/or material delivered to Buyer which may come to its attention and to take immediate steps to limit, stop or otherwise remedy such misappropriation, disclosure or use.

f. Buyer's representations and warranties contained herein shall survive the execution of this Agreement and the completion of the sale contemplated hereunder.

2) Documentation

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a. Until three (3) years from Closing Date between Chase Bank USA, N.A. (the "Original Seller") and Unifund Portfolio A, LLC (the "Original Purchaser"), and upon its receipt of a written request from Buyer, in a data format acceptable to Seller, Seller shall, to the best of its abilities, request from the Original Seller and provide, to the extent they are obtainable, copies of signed Account applications, applicable written terms and conditions and other media, defined in the written request(s) by the Buyer that relate to any of the Charged-off Accounts sold to Buyer pursuant to this Agreement. Seller shall charge Buyer fifteen dollars (\$15.00) per each copy of each requested document.

b. If the Buyer files any legal action to collect on a purchased Charged-off Account and requests or subpoenas an officer or employee of the Original Seller or an affiliate of Original Seller to appear at a trial, hearing or deposition to testify about the Charged-off Account, the Buyer will pay the Original Seller or the affiliate 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, at the compensation rates set forth below for the applicable officer or employee. The Buyer will also reimburse the Original Seller or the affiliate for the officer's or employee's out-of-pocket, travel-related expenses.

3) Operations

- a. Buyer agrees not to refer any inquiries from a Cardholder whose Account is the subject of this Agreement to Seller or Original Seller but to handle any inquiries directly with Seller.
- b. Buyer shall continue to report to those credit bureaus to which it reports, after the Closing Date, appropriate updates with respect to each Charged-Off Account purchased from Seller hereunder.

4) Use of Sellers' and Original Sellers' Name

- a. In any litigation which Buyer undertakes to collect monies owed on the Charged-off Accounts, it shall sue in its own name and shall not include the Seller's or Original Seller's name in the caption of the action, either as a plaintiff or in any other capacity.
- b. Buyer shall not use the name of or trademarks of Seller or Original Seller in any way in the operation of its collection of the Charged-off Accounts including, but not limited to, checks, drafts, letters, and forms, except that Buyer may refer to a purchased Charged-off Account as an account purchased from Seller.

5) Seller's Recall

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a. If, at anytime following the Closing Date, Seller determines that an Account is a Recallable Account, Seller shall have the right to repurchase or substitute such Account and Buyer hereby agrees to return to the Seller the Recallable Account and any payments, information and correspondence relating to such Recallable Account within thirty (30) days of notice by Seller. A "Recallable Account" means any Account which, in the sole discretion of the Seller, meets any of the following criteria:

- i. any Account which is the subject of a Charge-off reversal;
- ii. any Account which has been referred to the Original Seller's office of the President, Original Seller or Seller's regulators, or any federal, state or local government agency or authority;
- iii. any Account which Original Seller or Seller has a reasonable business need to recall.

6) Payments to Seller

All payments received by Original Seller on Charged-off Accounts shall be forwarded to the Buyer no later than sixty (60) days after receipt by the Seller. Original Seller may retain up to fifteen percent (15%) of such payment as a service fee, in which case the amount forwarded to Buyer will be net of the service fee retained by the Original Seller.

7) Provision of Account Information

Buyer agrees to provide from time to time upon request by Original Seller and at no cost to Seller or Original Seller with information (including but not limited to, information needed by Original Seller to reconcile its accounting records with respect to such Accounts or pools of Accounts, or information on performance, liquidation or resale data) with respect to particular Charged-off Accounts or particular pools of Charged-off Accounts sold to Buyer hereunder; provided such information is reasonably available to Buyer and such request from Original Seller is made within three (3) years from the Closing Date.

8) Insurance

Buyer shall, during the term of this Agreement, maintain at its sole expense general liability insurance with a financially sound and reputable insurer in an amount of at least five hundred thousand dollars (\$500,000.00). Buyer, upon request, shall provide a copy of its certificate of insurance to Seller.

9) Buyer's Duty to Keep Information Confidential

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From and after the execution of this Agreement, Buyer shall keep confidential, and shall cause its officers, directors, employees and agents to keep confidential the terms of this Agreement and all information related to the Charged-Off Accounts sold hereunder (other than as may be necessary to disclose in order to collect on those Charged-Off Accounts or to report Charged-Off Account experience to the credit bureaus) and any and all information obtained from Seller concerning the assets, properties and business of Seller or Original Seller, and shall not use such confidential information for any purpose other than those contemplated by this Agreement, provided, however, that Buyer shall not be subject to the obligations set forth in the preceding clause with respect to any such information provided to it by Seller which either (i) was in Buyer's possession at the time of Seller's disclosure, (ii) is lawfully obtained by Buyer from a third party, (iii) is or becomes a matter of public knowledge, or (iv) is required to be disclosed to any governmental authority, court or regulatory agency. Buyer agrees that Seller or Original Seller would suffer irreparable harm and that damages caused by a breach of this Section 9 would be impossible to calculate and would, therefore, be an inadequate remedy. Accordingly, Buyer agrees that Seller shall be entitled to temporary and permanent injunctive relief against Buyer and/or its agents for any threatened or actual breach hereof. In the event Seller initiates any action to enforce the obligation of Buyer or its agents hereunder, Buyer agrees to reimburse Seller for all costs and expenses, including reasonable attorney's fees, incurred by Seller in this regard. Nothing in this Agreement shall be construed to limit Buyer's obligation under any provisions of any confidentiality agreement entered into between Buyer and Seller.

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Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Cuda & Associates LLC ("Purchaser"), dated as of August 5, 2009 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on August 5, 2009.

UNIFUND CCR PARTNERS

By _____
Joel Rosenthal
Director, Sales and Marketing

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