

**AGREEMENT FOR PURCHASE AND SALE  
OF CHARGED-OFF ACCOUNTS**

This Agreement for the Purchase and Sale of Charged-Off Accounts ("Agreement") is made this 25th day of January, 2010 by and between Wells Fargo Bank, N.A. ("Wells Fargo"), 101 North Phillips, Sioux Falls, South Dakota 57104, and Main Street Acquisition Corp. ("Buyer"), having offices at 2877 Paradise Road, Unit 303, Las Vegas, NV 89109.

1. Definitions

- (a) "Account(s)" means certain of Wells Fargo's consumer credit card accounts which Wells Fargo selects, the balances of which Wells Fargo has written off for accounting purposes as those Accounts exist as of the applicable Closing Date, as defined below, and as they appear on Wells Fargo's Account Schedule and Computer File provided to Buyer as of the applicable Closing Date which are being sold by this Agreement. "Accounts" shall also include any replacement Account provided to Buyer under Section 8 below.
- (b) "Account Document" means any application, agreement, past billing statements including the last billing statement, payment images, notice, correspondence, microfiche, or consumer information in Wells Fargo's possession which relates to an Account.
- (c) "Account Schedule" means a list of the applicable Accounts delivered by Wells Fargo to Buyer pursuant to Paragraph 2.2 below and in the form of Exhibit 4 hereto.
- (d) "Borrower(s)" means the obligors on the Accounts.
- (e) "Business Day" means a day that is not a Saturday, Sunday or legal holiday recognized by the federal government or a day on which institutions in the states where the parties are located are authorized or obligated by law or executive order to be closed.
- (f) "Charge-Off Date" means the date a particular Account was written off by Wells Fargo for accounting purposes.
- (g) "Closing Date" means on or about the final Business Day of each calendar month as mutually agreed to by each party hereto.
- (h) "Computer File" means that certain computer file or files, to be provided by Wells Fargo to Buyer on each Cutoff Date, setting forth all relevant

information on the Accounts and the Borrowers in the form of Schedule 1, including but not limited to Unpaid Balance, account number, name, address, phone number, social security number, payment history, date of last payment, date of first delinquency, Charge-Off Date, interest rate, accrued interest and other charges.

- (i) "Cutoff Date" means the date five (5) Business Days before each Closing Date, on which date the Unpaid Balances shall be determined for purposes of calculating the Purchase Price.
- (j) "Purchase Price" means the amount specified in Paragraph 2.3 below.
- (k) "Term" means the period beginning January 25, 2010, and ending March 30, 2010.
- (l) "Unpaid Balance" means, with respect to the Accounts identified on an Account Schedule, the unpaid principal balance in United States Dollars for each Account identified on such Account Schedule and specified as the unpaid principal balance as of the close of business on the applicable Cutoff Date. The Unpaid Balance shall not include any interest, fees or other charges accrued after the Charge-Off Date of the Account.

2. Purchase and Sale of Accounts; Payment and Transfer

2.1 Purchase and Sale. On each Closing Date, Wells Fargo will sell and Buyer will purchase all right, title and interest to the Accounts listed on the Account Schedule and Computer File at the Purchase Price and subject to the terms and conditions set forth below. Each party agrees that Wells Fargo shall sell and Buyer shall purchase Accounts with an aggregate Unpaid Balance of up to [REDACTED] on each of the applicable Closing Dates in January 2010 and February 2010 for a total aggregate Unpaid Balance of up to [REDACTED] to the extent Wells Fargo has such Accounts available. At Buyer's sole option, Wells Fargo shall sell and Buyer shall purchase additional Accounts with an aggregate Unpaid Balance of not less than [REDACTED] and not more than [REDACTED] on the applicable Closing Date in March 2010, to the extent Wells Fargo has such Accounts available. Each sale will be without recourse to Wells Fargo, except as set forth in Section 4 below.

2.2 Account Schedule & Computer File. On or prior to each Cutoff Date, Wells Fargo shall provide an Account Schedule with respect to the Accounts which shall be transferred as of the next Closing Date. Wells Fargo shall deliver to Buyer on or prior to each Cutoff Date, a Computer

File with information relating to the Accounts listed on such Account Schedule as of such Cutoff Date.

- 2.3 Payment and Transfer. On each Closing Date, Buyer will deliver to Wells Fargo, by wire-transferred funds transferred pursuant to the wiring instructions attached hereto as Exhibit 5, a sum representing 100% of the total Purchase Price for the Accounts being transferred on such Closing Date. The Purchase Price for such Accounts shall be at an amount equal to 100% of the aggregate Unpaid Balance on such Accounts. If Wells Fargo does not receive such Purchase Price by 5:00 P.M. (Central time) on the applicable Closing Date, Buyer's deposit (if applicable) is subject to forfeit at Wells Fargo's sole discretion. If Wells Fargo receives such Purchase Price by 5:00 P.M. (Central time) on the applicable Closing Date, Wells Fargo will transfer the Accounts to Buyer in accordance with Paragraph 2.4 below.
- 2.4 Bill of Sale. On each Closing Date, subject to satisfaction or waiver of conditions in this Agreement, Wells Fargo will execute and deliver a Bill of Sale in order to convey and transfer to Buyer all of Wells Fargo's right, title and interest in and to the Accounts. Wells Fargo will also deliver to Buyer a listing of the Accounts, in the form of the Account Schedule, showing each Account's Unpaid Balance on the applicable Cutoff Date together with the related Computer File. The "Bill of Sale" will be substantially in the form attached as Exhibit 1.
- 2.5 Buyer's Assumption of Liabilities. From and after the applicable Closing Date, Buyer will assume all of Wells Fargo's liabilities and obligations relating to each Account, except that Buyer will not assume Wells Fargo's liabilities with respect to disputes or claims arising from the acts of Wells Fargo prior to the applicable Closing Date, including, without limitation, Wells Fargo's origination, servicing and collection of the Accounts or any obligation to provide further advancement of funds or any claim that would give rise to an indemnification by Wells Fargo under Section 10. To further evidence Buyer's assumption of liabilities as provided hereunder, Buyer shall execute the Assumption Agreement attached hereto as Exhibit 2, which is incorporated herein by reference.
- 2.6 Updated List of Accounts and Account Status. If the sale and purchase are completed in accordance with Paragraphs 2.3 and 2.4 above, Wells Fargo will promptly provide Buyer with a listing of Accounts showing all information as of the applicable Closing Date if necessary to update the Account Schedule provided pursuant to Paragraph 2.4. If Wells Fargo receives any payments to any Account prior to the applicable Closing Date that is not reflected in the Account Schedule provided pursuant to

Paragraph 2.4, Wells Fargo agrees to forward such payments to Buyer on a monthly basis no later than fifteen (15) days following the end of the month in which any such payment is received by Wells Fargo.

2.7 Not a Sale of Securities. Buyer and Wells Fargo agree and acknowledge that the sale of Accounts documented by this Agreement is not a sale of securities.

2.8 Sales, Use or Transfer Taxes. Neither Buyer nor Wells Fargo is aware of any such taxes that will become due as a result of this transaction.

3. Conditions Precedent to Purchase and Sale of Accounts

3.1 Representations and Warranties. The representations and warranties of Buyer and Wells Fargo in this Agreement will be true and correct as of the applicable Closing Date.

3.2 Compliance with Covenants and Agreements. Buyer and Wells Fargo will each have complied in all material respects with each of their respective covenants and agreements in this Agreement on or before the applicable Closing Date.

3.3 Buyer's Credit Reference. At Wells Fargo's request, Buyer will have delivered to Wells Fargo a letter of reference as to Buyer's business reputation or creditworthiness that is reasonably satisfactory to Wells Fargo.

3.4 No Violation of Law. Consummation by Buyer and Wells Fargo of the transaction contemplated by this Agreement and performance of this Agreement will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to Buyer and Wells Fargo.

3.5 Approvals, Consents and Notices. All required approvals, consents, and other actions by, and notices to and filings with, any governmental authority, and any other person or entity will have been obtained or made.

3.6 No Proceeding. No legal proceeding shall have been instituted or threatened and no order by a governmental body shall be in effect against Wells Fargo or Buyer seeking to restrain or prohibit, or to obtain substantial damages with respect to, the consummation of the transactions contemplated by the Agreement.

3.7 Bill of Sale. Wells Fargo shall deliver to Buyer, on each applicable Closing Date, a duly executed Bill of Sale in accordance with Section 2.4.

4. Wells Fargo's Representations and Warranties

Wells Fargo represents and warrants that as of the applicable Closing Date:

4.1 Due Organization: Authorization.

- (a) Wells Fargo is duly organized, existing and in good standing as a national banking association.
- (b) Wells Fargo has the power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to own the Accounts and to carry on its business as now being conducted which relate to the Accounts.
- (c) Wells Fargo's execution, delivery and performance of this Agreement are within Wells Fargo's corporate and legal powers, have been duly authorized by all necessary corporate action on the part of Wells Fargo, and are not in conflict with any law or order, rule or regulation applicable to Wells Fargo, or the charter or by-laws of Wells Fargo, or material indenture, agreement or undertaking to which Wells Fargo is bound.
- (d) The Agreement constitutes and each of Wells Fargo's documents when executed will constitute legal, valid and binding obligations of Wells Fargo.
- (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 any other body is required in connection with the execution, delivery or performance by Wells Fargo of this Agreement and the sale of the Accounts.
- (f) There are no proceedings against Wells Fargo pending or threatened before any court, federal or state regulatory body, administrative agency or other government instrumentality: (i) asserting the invalidity or unenforceability of the Agreement, (ii) seeking to prevent the consummation of the transactions contemplated by the Agreement, (iii) that materially would affect Wells Fargo's ability to perform its obligations under the Agreement.

- (g) The sale of the Accounts to Buyer hereunder (i) is not made in contemplation of the insolvency of Wells Fargo, (ii) is not made with the intent to hinder, delay or defraud Wells Fargo or the creditors of Wells Fargo, (iii) has been approved by an officer of Wells Fargo with the authority to approve the sale of the Accounts, (iv) will be recorded in the records of Wells Fargo in accordance with Wells Fargo policy and applicable law, and (v) represents a bona fide and arm's length transaction undertaken for adequate consideration in the ordinary course of business. Wells Fargo acknowledges and represents that Buyer is neither an insider nor an affiliate of Wells Fargo.

This Section 4 shall survive the termination of this Agreement.

4.2 Title to the Accounts. On the applicable Closing Date, Wells Fargo will have good and marketable title to the Accounts, free and clear of all liens, charges, encumbrances or rights of others (other than Buyer). The Agreement constitutes a valid sale, transfer and assignment of all right, title and interest of Wells Fargo of the Accounts and Unpaid Balances. Wells Fargo will sell and transfer the Accounts to Buyer without recourse, and without any express or implied representation or warranty, except as provided in this Agreement. Except as specifically set forth in this Agreement, Wells Fargo has made no other representations with respect to any of the Accounts or with respect to the completeness or accuracy of any Account Documents relating to an Account. There is no requirement for future advances or performance by Wells Fargo and to the best of Wells Fargo's knowledge, Wells Fargo has performed all of its obligations on the Accounts.

4.3 Accounts.

- (a) The information provided in the Account Schedule, Computer File and files delivered to Buyer under Paragraph 2.2 above and the Wells Fargo Transaction Detail ("*Wells Fargo Transaction Detail*"), attached hereto as Exhibit 6, is true and correct as of the applicable Cutoff Date and, each Account represents a bona fide indebtedness and legal, valid and binding obligation of the Borrower on the Account, subject to defenses that may or may not be raised by such Borrower.
- (b) The Accounts have been subject to, and comply with policies described in the Wells Fargo Transaction Detail, a current copy of which has been provided to Buyer by Wells Fargo.

- (c) In identifying the Accounts among other accounts receivable owing to Wells Fargo, Wells Fargo has utilized a random selection process that does not result in an adverse selection of Accounts.
- (d) The Accounts, to the best knowledge of Wells Fargo, do not meet the conditions set forth in Paragraph 8.3 (a)-(h).

4.4 Applicable Law and Cardholder Agreements. To the best of Wells Fargo's knowledge, each Account was originated, maintained and serviced in the ordinary course of business consistent with past practice and in compliance with applicable state and federal laws, including without limitation, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act and the Fair Credit Billing Act. Each Account is governed by a Wells Fargo Cardholder Agreement. Buyer will need to consult with Wells Fargo to ascertain which agreement applies to a particular Account. Buyer may request cardholder agreements up to one (1) year from the applicable Closing Date as set forth in Exhibit 3.

5. Representations and Warranties of Buyer

Buyer represents and warrants that as of the applicable Closing Date:

5.1 Due Organization, Authorization, No Conflict.

- (a) Buyer is duly organized, existing and in good standing as a limited liability company existing under the laws of the State of Nevada.
- (b) Buyer's execution, delivery and performance of this Agreement are within Buyer's corporate and legal powers, have been duly authorized by all necessary corporate action, and are not in conflict with any law or order, rule or regulation applicable to Buyer or the terms of Buyer's articles of incorporation, charter or by-laws, or of any material indenture, agreement or undertaking to which Buyer is bound.
- (c) To the best of Buyer's knowledge, Buyer's review of Account and Borrower information will not represent a conflict of interest on the part of Buyer or Buyer's officers or employees, and neither Buyer nor any of Buyer's affiliated companies is presently a party to any litigation, or involved in any litigation, against or with Wells Fargo.

- (d) Buyer has the power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to carry on its business which relates to the Accounts.
- (e) The Agreement constitutes and each of Buyer's documents when executed will constitute legal, valid and binding obligations of Buyer.
- (f) There are no proceedings against Buyer pending or threatened before any court, federal or state regulatory body, administrative agency or other government instrumentality: (i) asserting the invalidity or unenforceability of the Agreement, (ii) seeking to prevent the consummation of the transactions contemplated by the Agreement, (iii) that materially would affect Buyer's ability to perform its obligations under the Agreement.

This Section 5 shall survive the termination of this Agreement.

5.2 Investigation of Accounts. Buyer has made an independent investigation as Buyer deems necessary as to the nature, validity, collectibility, and value of the Accounts, and as to all other facts that Buyer deems material to Buyer's purchase. Buyer enters into this Agreement solely on the basis of that investigation and Buyer's own judgment and the representations set forth herein, warranties set forth herein and other information set forth herein. Buyer is not acting in reliance on any representation by Wells Fargo except as set forth herein. Buyer acknowledges that some Accounts, or certain transactions posted to some Accounts, may be subject to actual or potential claims or disputes by the Borrower.

6. Conduct of Business After Each Closing Date

6.1 Notice to Borrower. After each Closing Date, Wells Fargo may, but will not be obligated to unless otherwise required by applicable law, give any Borrower written or oral notice of the transfer of the Borrower's Account to Buyer. In the event that any Borrower continues to contact Wells Fargo after the applicable Closing Date, Wells Fargo shall notify such Borrower that the Accounts have been sold to Buyer and shall provide the contact name, address and phone number of Buyer. Wells Fargo shall forward to Buyer, within thirty (30) days of receipt, any and all correspondence, notices and other documents received on any Account.

6.2 Retrieval of Account Documents, Buyer's Requests for Oral Information of Accounts.



- (a) Account Documents. At Buyer's reasonable request and at a non-refundable fee in accordance with Exhibit 3, and if available, Wells Fargo will furnish Buyer, within thirty (30) days of Buyer's request, with an Account Document that Buyer specifically requests. The number of Account Documents that Wells Fargo provides to Buyer pursuant to this Paragraph 6.2(a) in each full calendar month following the applicable Closing Date shall not exceed [REDACTED] of the total number of Accounts. In the event that Wells Fargo supplies Buyer with a requested Account Document, Buyer will pay Wells Fargo the non-refundable fee set forth on Exhibit 3. Buyer's request for an Account Document must be made in accordance with the notice provisions below and with reasonable specificity to enable Wells Fargo to locate the Account Document and applies to credit card Accounts exclusively. Buyer will use its commercially reasonable efforts to provide documentation requests on a regular basis. Buyer will reimburse Wells Fargo for mailing expenses of requests of more than [REDACTED] within one request. Wells Fargo agrees to provide Buyer with an affidavit in the form attached hereto as Exhibit 7, as reasonably requested by Buyer, for each group of Account Documents requested by Buyer pursuant to this Paragraph.
- (b) Oral Information. Wells Fargo will not be obligated to furnish Buyer with any oral information. If Buyer requests information, and Wells Fargo has information that Wells Fargo elects to provide, Buyer will pay Wells Fargo at the [REDACTED] for Wells Fargo's time and effort in collecting and communicating to Buyer the information requested.

6.3 Debt Collection of Accounts. If Buyer collects or attempts to collect on an Account, Buyer 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;
- (b) As to any Account for which the statute of limitations has run, not falsely represent that a lawsuit will be filed if the Borrower does not pay;
- (c) Understand that Wells Fargo will report the Accounts to the appropriate credit reporting agencies as either transferred,

transferred to another lender, charge-off transferred, sold, charge-off sold or any other negative rating within sixty (60) days of each Closing Date. Except as required by law, Wells Fargo shall not be obligated to make any other reports to credit reporting agencies after the applicable Closing Date; and

- (d) In accordance with Section 9 below, require any party to whom Buyer resells any of the Accounts to perform the obligations of this Paragraph 6.3. This Paragraph 6.3(d) shall not apply to any sale or transfer of the Account as part of a securitization transaction, but Buyer shall remain obligated under this Agreement in such circumstances.

6.4 Wells Fargo As Witness. If Buyer files legal action to collect on an Account and requests or subpoenas a Wells Fargo officer, employee or agent to appear at a trial, hearing or deposition to testify about the Account, Buyer will pay Wells Fargo for Wells Fargo's time in traveling to, attending and testifying at a trial, hearing or deposition, whether or not Wells Fargo is called as a witness, at Wells Fargo's then-current standard daily rate, as set forth on Exhibit 3. Buyer will also reimburse Wells Fargo for Wells Fargo's out-of-pocket travel-related expenses.

6.5 Collection by Wells Fargo. Any payments received by Wells Fargo on or after each Cutoff Date with respect to an Account (except for any Account which has been repurchased or returned to Wells Fargo under the terms of this Agreement) shall be forwarded to Buyer on a monthly basis no later than twenty (20) days following the end of the month in which any such payment is received by Wells Fargo. There is no obligation of Wells Fargo to perform servicing activities after any Closing Date.

6.6 Further Assurances. Except as otherwise provided in this Agreement, Wells Fargo and Buyer agree to do and perform, from time to time, any and all commercially reasonable acts, to execute any and all further instruments required or reasonably requested by the other party to effect the purpose of the Agreement and to take no action after any Closing Date that would be inconsistent with the effective assignment of the Accounts.

## 7. Use of Wells Fargo's Name

7.1 Buyer will not use or refer to the name of Wells Fargo & Company, Wells Fargo Bank, N.A., any affiliate or predecessor thereof, any trademark or trade name of Wells Fargo & Company, Wells Fargo Bank Nevada, N.A., Wells Fargo Card Services, or any similar name for any mass advertising regarding the Accounts and will not portray itself as Wells Fargo's agent,

partner or joint venturer with respect to the Accounts. However, Buyer and subsequent purchasers, servicers or assignees may use the name Wells Fargo Bank, N.A. for purposes of identifying an Account in communications with the Account's Borrowers in order to collect amounts outstanding on the Account, in connection with filing suit upon the Account, in connection with a securitization transaction for the Accounts, and in connection with sale of the Accounts in accordance with Section 9 below, and may disclose the fact that the Accounts were previously held by Wells Fargo Bank, N.A. as reasonably necessary in any offering materials relating to the Accounts. In contacting a Borrower, filing suit, or selling Accounts, Buyer will not state or represent in any way that Buyer is contacting the Borrower, filing suit or selling Accounts for or on behalf of Wells Fargo.

7.2 Buyer and Wells Fargo acknowledge that Buyer's breach of Paragraph 7.1 will result in actual and substantial damages to Wells Fargo, the amount of which will be difficult to ascertain with precision. Therefore, if Buyer breaches Paragraph 7.1, Buyer will pay Wells Fargo as liquidated damages, the sum of [REDACTED] for each willful breach (each breach being the single use of any of the above names, communicated to a third party in the promotion, marketing, advertising, sale or transfer of any Account), or [REDACTED] for any other breach as liquidated damages, together with the fees and expenses that Wells Fargo may incur in recovering those liquidated damages and in preventing Buyer's further breach of this provision.

## 8. Wells Fargo's Right or Obligation to Repurchase Accounts

8.1 Accounts Affected. An Account may be or may become the subject of litigation to which Wells Fargo is or becomes a party; may have as a Borrower a party who is also a Borrower or debtor in an obligation owed to Wells Fargo other than the Account; or may be or may become the subject of an executory agreement with a collection agency or attorney that is entitled to receive as compensation a portion of the amount collected on the Account. These accounts will be replaced or repurchased under Paragraph 8.2.

8.2 Right to Replace or Repurchase. Wells Fargo may, at its option, replace any Account described in Paragraphs 4.2, 4.3, 4.4 or 8.1 above which has not been paid in full, released, or compromised by Buyer, with other Wells Fargo-owned Account(s) having an aggregate Unpaid Balance at the time of replacement not less than the aggregate Unpaid Balance of the Account being replaced, and having a charged-off life at time of replacement that is no longer than that of the Account being replaced as of the date of this Agreement. Wells Fargo retains the option to refund to Buyer the

Purchase Price pro-rated on an individual Account basis instead of replacing an Account. (For example: Purchase Price of \$ [REDACTED] for a package of [REDACTED] total indebtedness, unpaid balance of replaced Account is [REDACTED] the refund due to Buyer would be \$ [REDACTED] or [REDACTED] % of the Purchase Price.) Notwithstanding the foregoing, Wells Fargo agrees that, at its option, it shall either replace or refund a pro-rata portion of the Purchase Price for those Accounts that are the subject of an executory agreement with a collection agency or attorney, provided such Accounts have not been paid in full, released or compromised by Buyer. If Wells Fargo exercises its right to replace or refund an Account, Buyer will reassign the Account to Wells Fargo. Upon delivering to Wells Fargo 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 Wells Fargo's notice electing to replace or refund; provided that, after Buyer has received Wells Fargo's notice, Buyer will immediately cease releasing, collecting, or compromising the Account.

8.3 Wells Fargo's Obligation to Replace or Repurchase. Upon written notice from Buyer received no later than six (6) months from the applicable Closing Date, Wells Fargo will (a) replace an Account with similar Wells Fargo-owned Account(s) having an aggregate Unpaid Balance at the time of the replacement not less than the Account being replaced as of the date of this Agreement, and having a charge-off life at the time of replacement no longer than the Account being replaced as of the date of this Agreement or (b) refund to Buyer the Purchase Price pro-rated on an individual Account basis instead of replacing an Account (as described in Paragraph 8.2 above), if a breach of any representation or warranty of Wells Fargo in Paragraphs 4.2, 4.3 or 4.4 occurs or for any of the following reasons:

- (a) death or bankruptcy of all Borrowers on the Account prior to the applicable Closing Date;
- (b) judgment on the Account in favor of Wells Fargo against a Borrower if the judgment was entered before the applicable Closing Date;
- (c) the Account was created as a result of fraud, forgery or Wells Fargo's mistake, such that all the purported Borrowers have no liability for such Account;
- (d) Borrower proves a claim or defense, other than items (a)-(c) above, to payment on the Account based upon any act or omission of Wells Fargo;

- (e) the Account was subject to any pending litigation or other legal proceeding as of the applicable Closing Date;
- (f) the Account has been settled or satisfied (in whole or in part), or all of the Borrowers have been released from liability on the Account as of the applicable Closing Date (including but not limited to the issuance of a Form 1099C);
- (g) the statute of limitations with respect to filing a suit on the Account has expired as of the applicable Closing Date;
- (h) the Account is a duplicate record of any other Account set forth on the applicable Account Schedule; or
- (i) the Account is affected under Paragraph 8.1.

Buyer will use its best efforts to provide the notice described above on a monthly basis.

8.4 Title to Accounts. Title to any Account reassigned by Buyer to Wells Fargo pursuant to Paragraphs 8.2 or 8.3 shall revert back from Buyer to Wells Fargo at the time the Account is reassigned. Buyer will execute and deliver a Bill of Sale in order to convey and transfer all of Buyer's right, title and interest in and to such Account(s).

9. Buyer's Right of Resale

9.1 If Buyer wishes to resell or transfer any of the Accounts to a third party (including, without limitation, any of Buyer's affiliated companies), Buyer must give Wells Fargo at least thirty (30) days' prior written notice of Buyer's desire to transfer. Buyer's notice will:

- (a) identify the Account(s) that Buyer wishes to resell or transfer;
- (b) itemize each Account's Unpaid Balance;
- (c) state the date and manner that Buyer plans to resell or transfer the Account(s); and
- (d) identify by name and address each third party that potentially would purchase or otherwise receive the Account(s) from Buyer.

This Paragraph 9.1 shall not apply to the sale or transfer of any Account as part of a securitization.

9.2 If Buyer sells or transfers an Account to a third party, Buyer must assign to that third party all of Buyer's obligations under this Agreement, and Buyer's purchaser or transferee must accept the assignment in writing. Wells Fargo must receive a copy of the written assignment before Wells Fargo is obligated in any way to a third party who purports to have acquired any of the Accounts. Any resale or assignment of Accounts without concurrent assignment of Buyer's obligations under this Agreement will be void. This Paragraph 9.2 shall not apply to the sale or transfer of any Account as part of a securitization.

9.3 No sale or transfer of any Account by Buyer to a third party will relieve Buyer of any of its obligations or liabilities under this Agreement.

10. Indemnity; Limitation of Liability

10.1 Buyer will indemnify and hold Wells Fargo harmless from and against any claim, loss, cost, liability, damage and expense (including, without limitation, reasonable attorney fees and cost of suits, including allocated cost of in-house counsel) with respect to the Accounts that arises from acts or omissions of Buyer or Buyer's agents or representatives or assignees, including, but not limited to:

- (a) the failure of Buyer's representations and warranties in the Agreement to be true and correct as of each Closing Date,
- (b) the breach of any pre-closing or post-closing covenant or agreement on the part of Buyer under the Agreement or any Buyer document relating to the Agreement, and
- (c) any circumstance arising from any Account or Buyer's servicing of the Accounts on or after each Closing Date;

*provided*, that Wells Fargo shall take all reasonable steps to mitigate any loss upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto.

10.2 Wells Fargo will indemnify and hold Buyer harmless from and against any claim, loss, cost, liability, damage and expense (including without limitation, reasonable attorney fees and costs of suits, including allocated cost of in-house counsel, but excluding any usual and customary collections costs or overhead costs associated with collection on the Accounts) with respect to an Account that Buyer incurs as a result of any acts or omissions of Wells Fargo or Wells Fargo's agents or representatives, including, but not limited to:

- (a) the failure of Wells Fargo's representations and warranties in the Agreement to be true and correct as of each Closing Date,
- (b) the breach of any pre-closing or post-closing covenant or agreement on the part of Wells Fargo under the Agreement or any Wells Fargo document relating to the Agreement, and
- (c) any circumstance arising from any Account or Wells Fargo's servicing of the Accounts prior to each Closing Date;

*provided*, that Buyer shall take all reasonable steps to mitigate any loss upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto.

### 10.3 Procedures.

- (a) If a legal proceeding is instituted or a claim is asserted by a third party for which indemnification may be sought hereunder, the indemnified party shall promptly (but no later than ten (10) Business Days) send written notice of the proceeding or claim to the indemnifying party. The failure of the indemnified party to give reasonably prompt notice of any indemnification claim shall not affect the indemnifying party's obligations except to the extent that the indemnifying party is prejudiced as a result of such failure to notify. The indemnifying party shall have the right, at its sole option and expense, to retain counsel of its choice for the defense of the indemnified party, which must be reasonably satisfactory to the indemnified party, and to defend against, negotiate, settle or otherwise deal with any indemnification claim. If the indemnifying party elects to defend against, negotiate, settle or otherwise deal with any indemnification claim which relates to any losses indemnified against by it hereunder, it shall within fifteen (15) Business Days send written notice the indemnified party of its intent to do so; *provided*, that Buyer, as indemnified party, shall be entitled to participate in such defense at its own expense if such suit or claim relates to or includes events arising after the Closing Date, and Wells Fargo, as indemnified party, shall be entitled to participate in such defense at its own expense if such suit or claim relates to or includes events arising before the Closing Date.
- (b) If the indemnifying party elects not to defend against, negotiate, settle or otherwise deal with any indemnification claim which relates to any losses indemnified against by it hereunder, the indemnified party may defend against, negotiate, settle or otherwise deal with such indemnification claim. If the indemnified party defends any indemnification claim, the indemnifying party

shall reimburse the indemnified party for the expenses of defending such third party claim upon submission of periodic bills.

- (c) The parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such indemnification. Neither party shall without written consent of the other party settle or compromise any indemnification claim or consent to an entry of any judgment unless the claimant and such party provide to such other party an unqualified release from all liability in respect of the claim.
- (d) If the indemnifying party makes any payment on any claim, the indemnifying party shall be subrogated, to the extent of such payment, to all rights and remedies of the indemnified party to any insurance benefits or other claims of the indemnified party with respect to such claim. The indemnified or insured party shall use its commercially reasonable efforts to recover under insurance policies for any losses prior to seeking indemnification.

10.4 This Section 10 will survive for a period of twenty-four (24) months after the termination of this Agreement or the last Closing Date whichever is later. Any indemnification obligations shall not terminate if the party to be indemnified has given notice in writing setting forth the specific claim in reasonable detail to the indemnifying party before the termination of the applicable survival period.

10.5 At all times that Buyer owns or handles the Accounts, Buyer will maintain standard commercial general liability insurance, including coverage for personal injury and property damage, with a liability limit of not less than \$1 million, which also covers Buyer's obligation to indemnify Wells Fargo under this Agreement. This requirement shall be satisfied if such insurance is maintained by a servicer or by a party to whom Buyer sells or assigns Accounts.

#### 11. Notice of Claims

Buyer will notify Wells Fargo immediately of any claim or threatened claim against Wells Fargo, or any claim or threatened claim that may affect Wells Fargo, that is discovered by Buyer.

#### 12. Confidentiality

Buyer's use and possession of any confidential information for which Wells Fargo previously asserted a claim of confidentiality shall be governed by the Nondisclosure Agreement dated October 16, 2009 between the parties.

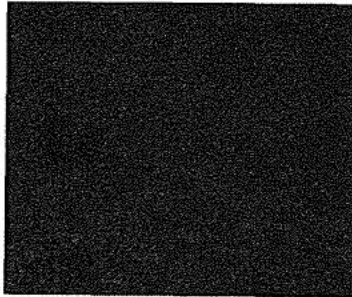


13. Miscellaneous Terms

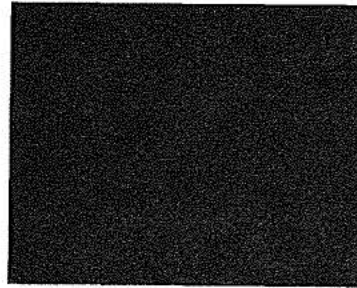
13.1 Term. Wells Fargo and Buyer agree and acknowledge that the Accounts shall be sold in January 2010 and February 2010 with a Buyer's option to purchase additional Accounts in March 2010 pursuant to the terms herein.

13.2 Notices. All notices and other communications between the parties will be in writing and will be deemed given when delivered personally, including by facsimile, or four (4) days after mailing by certified mail, return receipt requested, to a party at its address set forth below, or to any other address as a party may designate in writing:

To Wells Fargo:



To Buyer:



13.3 Successors and Assigns. This Agreement will bind and inure to the benefit of Buyer and Wells Fargo and their respective successors and assigns. However, neither party will assign this Agreement nor any of its rights in this Agreement without the other's prior consent, except as provided in Section 9.

13.4 UCC-1 Financing Statement. Pursuant to the Uniform Commercial Code and to provide notice that the Assets have been purchased by Buyer, Buyer is authorized to file a UCC-1 financing statement in a form approved by Wells Fargo.

13.5 Arbitration

(a) This section concerns the resolution of any controversies or claims between Buyer and Wells Fargo, including but not limited to those that arise from:

(i) This Agreement (including any renewals, extensions or modification of this Agreement);

- (ii) Any document, agreement or procedure related to or delivered in connection with this Agreement;
  - (iii) Any violation of this Agreement; or
  - (iv) Any claims for damages resulting from any business conducted between Buyer and Wells Fargo, including claims for the injury to person, property or business interests (torts).
- (b) At the request of Buyer and Wells Fargo, any such controversies or claims will be settled by arbitration in accordance with the United States Arbitration Act. The United States Arbitration Act will apply even though this Agreement provides that it is governed by Nevada law. Such request may only be made (i) following a good faith attempt by the parties to resolve the dispute through an exchange of correspondence and (ii) if correspondence fails to resolve the dispute, a meeting between an officer or duly authorized representative of each of Buyer and Wells Fargo, both with settlement authority. Such meeting may, at either party's option, be held via telephone.
- (c) Any arbitration proceedings will be administered by and conducted under the rules and practices of the American Arbitration Association and will be subject to its commercial rule of arbitration. The arbitration will be conducted in or near Dallas, Texas.
- (d) For the purposes of the application of the statute of limitations, the filing of an arbitration pursuant to this section is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this section is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis.
- (e) If there is a dispute as to whether an issue is arbitrable, the arbitrators will have the authority to resolve any such dispute.
- (f) The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and enforced.

- (g) This provision does not limit the right of Buyer and Wells Fargo to:
  - (i) exercise self-help remedies such as setoff;
  - (ii) act in a court of law, before, during or after the arbitration proceeding to obtain:
    - (A) an interim remedy; and/or
    - (B) additional or supplementary remedies.
- (h) The pursuit of or a successful action for interim, additional or supplementary remedies, or the filing of a court action, does not constitute a waiver of the right of Buyer and Wells Fargo, including the suing party, to submit the controversy or claim to arbitration if the other party contests the lawsuit.

13.6 Entire Agreement; Schedules and Exhibits. This Agreement embodies the entire Agreement and understanding between the parties and supersedes all prior agreements and understanding relating to the subject matter of this Agreement. The parties make no representations or warranties to each other, except as contained in this Agreement or in the accompanying exhibits or the certificates or other closing documents delivered according to this Agreement. All prior representations, warranties and statements made by any party or its representatives, whether orally or in writing, are deemed to have been merged into this Agreement. The schedules and exhibits attached hereto and referred to herein shall constitute a part of this Agreement and are incorporated into this Agreement for all purposes.

13.7 Amendment; Waiver. Neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated orally. Any change, waiver, discharge or termination may be effected only by a writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. A waiver of breach of this Agreement shall not be considered for any other part of the Agreement.

13.8 Governing Law; Severability. Nevada law governs this Agreement. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal or unenforceable, the invalidity, illegality, or unenforceability thereof will not affect any other provision of this Agreement, and this Agreement will be construed without the invalid, illegal or unenforceable provision.

13.9 Counterparts. The agreement may be executed in counterparts.

13.10 Rights Cumulative. All applicable rights and remedies included herein shall be cumulative and not alternative.

13.11 Expenses and Taxes. Both parties shall bear their out-of-pocket expenses and taxes incurred in connection with the negotiation and execution of this Agreement.


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

WELLS FARGO BANK, N. A.  
("WELLS FARGO")

MAIN STREET ACQUISITION CORP.  
("BUYER")

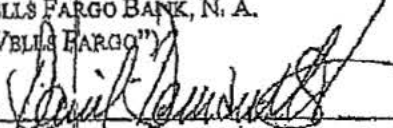
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

WELLS FARGO BANK, N. A.  
("WELLS FARGO")

MAIN STREET ACQUISITION CORP.  
("BUYER")

By: 

By: \_\_\_\_\_

Name: DAVID DEMAREST

Name: \_\_\_\_\_

Title: GROUP FINANCE OFFICER, EVP

Title: \_\_\_\_\_

Exhibit 1

BILL OF SALE

Wells Fargo Bank, N.A. ("Seller"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns and transfers to Main Street Acquisition Corp. ("Buyer"), all personal property comprising the following charged-off Accounts:

NUMBER OF ACCOUNTS	TOTAL UNPAID BALANCE

as defined in the Agreement for Purchase and Sale of Charged-Off Accounts (the "Agreement") dated January [ ], 2010, by and between Seller and Buyer, which Agreement is incorporated herein by reference, and as shown on the list of Account numbers and Unpaid Balances (the "Account Schedule") attached hereto and incorporated herein as Exhibit A. Each Account on the Account Schedule is more specifically described and identified on that certain electronic data file containing the business records of Seller named \_\_\_\_\_ (the "Data File"), which is hereby incorporated in its entirety by reference as Exhibit B and which was produced by Seller and the technician, whose affidavit is attached hereto as Exhibit D, from Seller's computer data system (the "Data System") on \_\_\_\_\_, 20\_\_ in the form of the Data Layout attached hereto as Exhibit C.

Seller hereby covenants with Buyer and its successors and assigns that Seller has good and lawful authority to sell and convey the above-described property and that said property is free and clear of all liens and encumbrances whatsoever.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

Wells Fargo Bank, N.A.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

State of Iowa            )  
                                  ) ss.  
County of Polk         )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say the within and foregoing instrument was signed on behalf of said Seller by authority of its Board of Directors; and that the said person as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Seller.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

BILL OF SALE - EXHIBIT A - ACCOUNT SCHEDULE

#	Account Number	Unpaid Balance
1		



**BILL OF SALE - EXHIBIT B - DATA FILE**

That certain electronic data file containing the business records of Seller named \_\_\_\_\_ (the "*Data File*") and produced from the Seller's computer data system (the "*Data System*") on \_\_\_\_\_, 20\_\_ is attached hereto and incorporated herein in its entirety as if each and every record on said Data File was stated herein verbatim in the following form for each record show on said Data File:

Field #	Field Name	Record Contents
1	AccountNumber	
2	NAME	
3	SECONDARY_NAME	
4	AddressLine1	
5	AddressLine2	
6	City	
7	STATE	
8	Zip	
9	HomePhone	
10	WorkNumber	
11	OpenDate	
12	ChargeOffDate	
13	DATE_SENT_AGENCY	
14	ChargeOffPrincipal	
15	ChargeOffIntAndFees	
16	ChargeOffBalance	
17	CurrentBalance(*)	
18	LastPaymentDate	
19	LastPaymentAmount	
20	InterestRate	
21	CollectionEntryDate	
22	LAST_PURCH_DATE	
23	ProductTypeName	
24	Acquisition Description	

(\* ) Note, the data fields "SSN" and "SEC\_SSN" on the Data File and shown on Exhibit C to the Bill of Sale (Data Layout) are not shown here.

**BILL OF SALE - EXHIBIT C - DATA LAYOUT**

Field #	Field Name	Description
1	AccountNumber	Account Number
2	NAME	Primary Borrower Name
3	SECONDARY_NAME	Secondary Borrower Name
4	SSNumber	Primary Borrower Social Security Number
5	SECONDARY_SSN	Secondary Borrower Social Security Number
6	AddressLine1	Address Line 1
7	AddressLine2	Address Line 2
8	City	City
9	STATE	State
10	Zip	Zip Code
11	HomePhone	Home Phone Number
12	WorkNumber	Work Phone Number
13	OpenDate	Date Account was Opened
14	ChargeOffDate	Date Account was Charged Off
15	DATE_SENT_AGENCY	
16	ChargeOffPrincipal	Unpaid Principal Balance as of the Cutoff Date
17	ChargeOffIntAndFees	Unpaid Interest and Fees as of the Cutoff Date
18	ChargeOffBalance	The Unpaid Balance as of the Charge-Off Date
19	CurrentBalance(*)	The Total Unpaid Balance as of the Cutoff Date
20	LastPaymentDate	The Date the Last Payment was Made
21	LastPaymentAmount	The Amount of the Last Payment
22	InterestRate	Interest Rate per Cardholder Agreement
23	CollectionEntryDate	Processing Date of Last Purchase or Debit Transaction
24	LAST_PURCH_DATE	Processing Date of Last Purchase or Debit Transaction
25	ProductTypeName	Processing Date of Last Purchase or Debit Transaction
26	Acquisition Description	Description of Card Type

(\* ) Note, no interest has been accrued to any Account since the ChargeOff Date.

BILL OF SALE - EXHIBIT D

BUSINESS RECORDS AFFIDAVIT

I, \_\_\_\_\_, on this \_\_\_\_\_ being duly sworn, depose and say:

1. I am the \_\_\_\_\_ (the "*Undersigned Technician*") of Wells Fargo Bank, N.A. ("*Wells Fargo*" or "*Seller*"), and am authorized to make this affidavit on behalf of Wells Fargo.
2. I am aware that Wells Fargo is currently selling assets to Main Street Acquisition Corp. ("*Buyer*") pursuant to an Agreement for Purchase and Sale of Charged-Off Accounts (the "*Agreement*"), dated January [ ], 2010, by and between Seller and Buyer.
3. The electronic data file containing the business records of Seller named \_\_\_\_\_ (the "*Data File*"), which contains each Account sold by Seller to Buyer pursuant to the Agreement, is produced from the computer data system (the "*Data System*") used by the Seller in the ordinary course of its business to maintain all information related to the Accounts.
4. The Data System is reliable. The Seller has developed procedures for inserting data into and extracting data from the Data System. The Data System has built-in safeguards to ensure the accuracy of the information stored in the Data System and identify errors. The Data System is maintained in a good state of repair. The Data File was extracted from the Data System by the undersigned technician. The undersigned technician used the proper procedures to extract the Data File from the Data System. The Data System was in good working order at the time the Data File was extracted from the Data System. The undersigned technician recognizes the Data File as the Data File that was extracted from the Data System. The undersigned technician recognizes the Data File as the one extracted by the undersigned technician from the Data System because the total number of Accounts and the aggregate unpaid balance of those Accounts matches to the control totals established by the technician at the time the Data File was extracted and all of the fields shown on the Data Layout attached to the Bill of Sale for the Agreement as Exhibit C to the Bill of Sale are present on the Data File.

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State of Iowa            )  
                                  ) ss.  
County of Polk            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say the within and foregoing instrument was signed on behalf of said Seller by authority of its Board of Directors; and that the said person as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Seller.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Exhibit 2

ASSUMPTION

For value received, the receipt and sufficiency of which is hereby acknowledged, Main Street Acquisition Corp. ("Buyer") hereby assumes all liabilities and obligations of Wells Fargo Bank, N.A. ("Wells Fargo"), regarding the Accounts as defined in the Agreement for Purchase and Sale of Charged-Off Accounts dated \_\_\_\_\_, 20\_\_ between Wells Fargo and Buyer subject to the terms, conditions and exceptions set forth in such Agreement, except that Buyer will not assume Wells Fargo's liabilities with respect to disputes arising solely from the acts of Wells Fargo prior to the applicable Closing Date, including, without limitation, Wells Fargo's origination, servicing and collection of the Accounts or any obligation to provide further advancement of funds.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

MAIN STREET ACQUISITION CORP.

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say the within and foregoing instrument was signed on behalf of said Buyer by authority of its Board of Directors; and that the said person as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Buyer.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

**Exhibit 3**

**FEES SCHEDULE**

**DOCUMENT REQUESTS**

Requests for copies of Account Documents up to [REDACTED] of the total number of Accounts sold - no fee.

Requests for copies of Account Documents greater than [REDACTED] of the total number of Accounts sold - [REDACTED] per request or Account, whichever is greater.

**WITNESS FEE**

[REDACTED] per day.



Exhibit 4

ACCOUNT SCHEDULE

# ACCOUNTS

\$ UNPAID BALANCE

% PRICE

\$ PURCHASE PRICE

(See Computer File)

**Exhibit 5**

**WIRE INSTRUCTIONS**

Bank Name: Wells Fargo Bank, N.A.  
ABA Number: [REDACTED]  
Account Number: [REDACTED]  
Description: Card Services Charge Off Sale

## Exhibit 6

### WELLS FARGO TRANSACTION DETAILS

#### (CREDIT CARD -2009-2010 AFTER PRIMES)

*This document and the information contained herein constitute "Evaluation Material" pursuant to the terms of your Confidentiality Agreement with Wells Fargo. As such, the contents of this document are subject to the restrictions on use and disclosure and other terms contained in such Confidentiality Agreement, and Wells Fargo and its Representatives do not make, and hereby disclaim, any representations and warranties, express or implied, with respect to the accuracy or completeness of the information contained herein. You are responsible for completing an independent evaluation of all facts relevant to a purchase of the receivables being offered, and your purchase decision should be based solely upon such independent evaluation and the express representations and warranties, if any, set forth in a definitive sale agreement, which shall constitute the only representations and warranties of Wells Fargo and its Representatives.*

- The accounts were originated or acquired by Wells Fargo Bank.
- The accounts represent unsecured Mastercard or Visa credit card accounts.
- All of the accounts will be sold as unsecured receivables.
- The accounts were originated directly – by mortgage, bank and affiliate channels, telemarketing and Invitation to Apply letters. These accounts are charged-off after 180 (one hundred eighty) days of continuous delinquency on the last day of the month.
- The balances consist of principal, interest and fees that were assessed prior to charge-off.
- No interest is added to these accounts post charge off.
- No adverse selection will be used to identify these accounts. Accounts were also excluded if the balance was under \$200.
- The accounts were worked internally for 180 days prior to charge off.
- The accounts were placed with (1) one agency prior to being included in this sale; the primary agencies work the accounts for five months and are recalled after 5 (five) months with no payment transaction in last 5 (five) months.
- The accounts will be scrubbed for accounts where all obligors have filed for bankruptcy or are deceased.
- The accounts are reported to the credit bureaus as a charge off. Upon sale, the accounts will be updated to report as transferred/sold.
- Accounts with balances higher than \$8,000 that have assets attached were evaluated for legal action prior to charge off. Any accounts pursued for legal action are not included in this sale.
- The agencies have settlement authority as follows: Primary – 100%;
- Account statements may be supplied to the buyer as evidence of the indebtedness. Other documentation, including written applications, may be available on a case by case basis.
- The account statements and other documents will be supplied upon request subject to the terms of the final purchase agreement.
- Resale of accounts will be permitted subject to the terms of the final purchase agreement.
- Any payments that are received after the sale on these accounts will be forwarded to the purchaser in a timely manner.

Exhibit 7

AFFIDAVIT OF ACCOUNT DOCUMENTATION

I, \_\_\_\_\_, on this \_\_\_ day of \_\_\_\_\_ being duly sworn, depose and say:

1. I am the \_\_\_\_\_ of Wells Fargo Bank, N.A. ("*Wells Fargo*" or "*Seller*") and am authorized to make this affidavit on behalf of Seller.
2. I am aware that Seller has sold assets to Main Street Acquisition Corp. ("*Buyer*") pursuant to the Agreement for Purchase and Sale of Charged-Off Accounts (the "*Agreement*"), dated January [ ], 2010, by and between Seller and Buyer.
3. Pursuant to the Agreement, Seller has agreed to provide Buyer with certain applications, agreements, past billing statements including the last billing statement, payment images, notices, correspondence, microfiche, or consumer information in Wells Fargo's possession which relates to an Account (the "*Account Documents*") relating to each Account sold by Seller to Buyer.
4. The Account Documents provided to Buyer on the date hereof, an itemized list of which Account Documents and the Accounts to which such Account Documents are related being attached hereto as Schedule 1, were made in the regular course of Seller's business at or near the time of the events and transactions shown on said Account Documents by an authorized person or process of Seller and have been kept and maintained by Seller in the ordinary course of Seller's business as business records of Seller. The Account Documents are true and correct copies of the original Account Documents. The undersigned is familiar with and has personal knowledge of the business records processes and methods of the Seller related to the Account Documents and recognizes the Account Documents as the business records of Seller based on such personal knowledge.

By: \_\_\_\_\_  
Name:  
Its:

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Schedule 1

DATA LAYOUT

Field #	Field Name	Description
1	AccountNumber	Account Number
2	NAME	Primary Borrower Name
3	SECONDARY_NAME	Secondary Borrower Name
4	SSNumber	Primary Borrower Social Security Number
5	SECONDARY_SSN	Secondary Borrower Social Security Number
6	AddressLine1	Address Line 1
7	AddressLine2	Address Line 2
8	City	City
9	STATE	State
10	Zip	Zip Code
11	HomePhone	Home Phone Number
12	WorkNumber	Work Phone Number
13	OpenDate	Date Account was Opened
14	ChargeOffDate	Date Account was Charged Off
15	DATE_SENT_AGENCY	
16	ChargeOffPrincipal	Unpaid Principal Balance as of the Cutoff Date
17	ChargeOffIntAndFees	Unpaid Interest and Fees as of the Cutoff Date
18	ChargeOffBalance	The Unpaid Balance as of the Charge-Off Date
19	CurrentBalance(*)	The Total Unpaid Balance as of the Cutoff Date
20	LastPaymentDate	The Date the Last Payment was Made
21	LastPaymentAmount	The Amount of the Last Payment
22	InterestRate	Interest Rate per Cardholder Agreement
23	CollectionEntryDate	Processing Date of Last Purchase or Debit Transaction
24	LAST_PURCH_DATE	Processing Date of Last Purchase or Debit Transaction
25	ProductTypeName	Processing Date of Last Purchase or Debit

		Transaction
26	Acquisition Description	Description of Card Type

**FIRST AMENDMENT  
TO  
AGREEMENT FOR PURCHASE AND SALE  
OF CHARGED-OFF ACCOUNTS**

This First Amendment to the Agreement for Purchase and Sale of Charged-Off Accounts ("Amendment") is made as of the 2nd day of February, 2010 (the "Effective Date") by and between Wells Fargo Bank, N.A. ("Wells Fargo"), 101 North Phillips, Sioux Falls, South Dakota 57104, and Main Street Acquisition Corp. ("Buyer"), having offices at 2877 Paradise Road, Unit 303, Las Vegas, NV 89109. Each of Wells Fargo and Buyer is sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties."

WHEREAS, on January 25, 2010, the Parties entered into the Agreement for Purchase and Sale of Charged-Off Accounts (the "Agreement");

WHEREAS, the Parties mutually desire to amend the Agreement on the terms and subject to the conditions set forth in this Amendment; and

WHEREAS, all capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings ascribed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Amendment. On the Effective Date, the Parties hereby agree to amend the Agreement as follows:

(a) Section 1 of the Agreement shall be amended to include the following definitions:

"Portfolio 1" means the portfolio of Accounts described in Section 2.1(a).

"Portfolio 2" means the portfolio of Accounts described in Section 2.1(b).

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

2.1 Purchase and Sale. On each Closing Date, Wells Fargo will sell and Buyer will purchase all right, title and interest to the Accounts listed on the Account Schedule and Computer File at the Purchase Price and subject to the terms and conditions set forth below.



- (a) Portfolio 1. Each Party agrees that Wells Fargo shall sell and Buyer shall purchase Accounts with an aggregate Unpaid Balance of up to [REDACTED] on each of the applicable Closing Dates in January 2010 and February 2010 for a total aggregate Unpaid Balance of up to [REDACTED] to the extent Wells Fargo has such Accounts available. At Buyer's sole option, Wells Fargo shall sell and Buyer shall purchase additional Accounts with an aggregate Unpaid Balance of not less than [REDACTED] and not more than [REDACTED] on the applicable Closing Date in March 2010, to the extent Wells Fargo has such Accounts available.
- (b) Portfolio 2. Each Party agrees that Wells Fargo shall sell and Buyer shall purchase Accounts with an aggregate Unpaid Balance of up to [REDACTED] on each of the applicable Closing Dates in February 2010 for a total aggregate Unpaid Balance of up to [REDACTED] to the extent Wells Fargo has such Accounts available. At Buyer's sole option, Wells Fargo shall sell and Buyer shall purchase any additional Accounts with an aggregate Unpaid Balance of not less than [REDACTED] and not more than [REDACTED] on the applicable Closing Date in March 2010, to the extent Wells Fargo has such Accounts available.
- (c) Each sale will be without recourse to Wells Fargo, except as set forth in Section 4 below.

- (c) Section 13.1 of the Agreement shall be amended and restated in its entirety as follows:

13.1 Term. Relating to Portfolio 1 Wells Fargo and Buyer agree and acknowledge that the Accounts shall be sold in January 2010 and February 2010 with a Buyer's option to purchase additional Accounts in March 2010 pursuant to the terms herein, and relating to Portfolio 2 Wells Fargo and Buyer agree and acknowledge that the Accounts shall be sold in February 2010 with a Buyer's option to purchase additional Accounts in March 2010 pursuant to the terms herein.

- (d) Section 2 of the Agreement shall be amended to include Section 2.9 as an additional Section as follows:

2.9 Asset Quality. Wells Fargo and Buyer agree and acknowledge that the quality and nature of the Accounts sold as part of Portfolio 1 shall be substantially similarly to the quality and nature of the Accounts sold as part of Portfolio 2, and Wells Fargo will disclose any such difference in the quality and nature of such Accounts to Buyer prior to each applicable Closing Date.

2. Conflict; Incorporation of the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall control and govern the rights and obligations of the Parties. In all other respects, the Agreement is hereby republished and reaffirmed in its entirety and the terms and conditions of the Agreement shall remain in full force and effect.
3. Governing Law. This Amendment shall be governed by the procedural and substantive laws of the State of Nevada without regard to any doctrine of conflict of laws.
4. Enforceability of Amendment. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable, all other provisions, nevertheless, shall remain effective and binding on the Parties and such provisions shall be deemed revised to the minimum extent necessary to render it enforceable.
5. Titles. Titles of the Sections of this Amendment are merely for convenience in reading and shall be deemed not to be a part of this Amendment and shall be ignored in construing any provision hereof.
6. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
7. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year first above written.


WELLS FARGO BANK, N. A.  
("SELLER")

MAIN STREET ACQUISITION CORP.  
("BUYER")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Brett M. Samsky

Title: Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT FOR  
PURCHASE AND SALE OF CHARGED-OFF ACCOUNTS]

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year first above written.

WELLS FARGO BANK, N.A.  
("SELLER")

MAIN STREET ACQUISITION CORP.  
("BUYER")

By: [Signature]

By: [Signature]

Name: Tina LaCentra  
Title: EVP

Name: Brett M. Samsky  
Title: Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT FOR  
PURCHASE AND SALE OF CHARGED-OFF ACCOUNTS]