

**PURCHASE AND SALE AGREEMENT**

Between

**SANTANDER CONSUMER USA INC.**

And

**MAIN STREET ACQUISITION CORP.**

Dated as of

**December 30, 2011**

**DEFICIENCY PORTFOLIO**

## PURCHASE & SALE AGREEMENT

THIS PURCHASE & SALE AGREEMENT ("Agreement") is dated and effective as of the 30th day of December 2011 by and between Santander Consumer USA Inc ("Seller") and Main Street Acquisition Corp. ("Purchaser").

### WITNESSETH

WHEREAS, Seller in the ordinary course of business (i) purchases directly from automobile dealerships automobile retail installment contracts, and (ii) originates direct automobile loans through its RoadLoans website (collectively, the "Accounts");

WHEREAS, Seller desires to and has the right to sell certain of its deficiency Accounts ("Assets");

WHEREAS, Purchaser desires to purchase the Assets summarized on the Data File for the consideration, and under the express terms, provisions, conditions and limitations as set forth, and

WHEREAS, Seller is willing, subject to the express terms, provisions, conditions, limitations, waivers and disclaimers as may be expressly set forth in this Agreement, to sell, transfer, assign and convey to Purchaser all of Seller's right, title and interest, if any, in, to and under the Assets identified in the Data File.

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

1. Definitions: As used herein, the following terms have the following meanings:

"Agreement" means this Purchase and Sale Agreement, including all addenda, exhibits and schedules.

"Aggregate Outstanding Balance" means the total portfolio balance as of Cut-Off Date.

"Asset" means the account, or collectively the accounts, included in the Data File.

"Asset Sale Schedule" means the summary of Assets purchased under this Agreement as identified by way of email, tape, CD or other medium, as of the Cut-Off Date.

"Bid" means Bid calculated as follows: Purchaser's bid rate of       % multiplied by the Aggregate Outstanding Balance.

"Bill of Sale and Assignment" means the document to be delivered in accordance with Section 2.2 to Purchaser on the Funding Date with respect to the Assets purchased under this Agreement, substantially in the form attached as Exhibit A, together with the Data File.

"Business Day" shall mean Monday through Friday except for federal holidays (e.g. New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas) and such other days when Seller is closed or authorized to close.

"Claim" means any claim, demand, cause of action, judgment, loss, damage, liability, regulatory investigation or inquiry, cost and expense (including attorneys' fees, whether suit is instituted or not), whether known or unknown, liquidated or contingent.

"Current Balance" means the unpaid balance in United States Dollars for each Asset sold as identified in the Data File. The Current Balance credits for payments made by or on behalf of any Obligor prior to the Cut-Off Date. The Current Balance may also reflect payments made by or on behalf of any Obligor which have been deposited and credited to the Current Balance of such Asset, but that may subsequently be returned to Seller due to insufficient funds to cover such payments. Subject to the foregoing limitations, Seller hereby represents and warrants that to the best of Seller's knowledge, the Current Balance set forth in the Data File is true and accurate in all material respects.

"Cut-Off Date" means the date on which the Data File was generated by Seller.

"Data File" means the file listing the Assets offered for sale. The file may be in the form of email, tape, CD or other medium.

"Debt" means the obligations for the Assets being sold pursuant to this Agreement as identified in the Data File. Nothing in this definition shall be deemed to imply that all the Debts are enforceable; Purchaser acknowledges that some of the Debts may include Unenforceable Assets, as defined in this Agreement. It is Purchaser's intention to have any such Unenforceable Assets substituted by Seller in accordance with the replacement provision of Ineligible Accounts as outlined in Section 6.

"Evidence of Indebtedness" means with respect to each Asset: (a) Retail Installment Contract or Note and Security Agreement between Seller and Obligor. **THE EXISTENCE OF AN EVIDENCE OF INDEBTEDNESS SHALL NOT BE DEEMED TO IMPLY THAT THE DEBT EVIDENCED THEREBY IS ENFORCEABLE.** The Evidence of Indebtedness may include, without limitation, original documents or copies thereof, whether by photocopy, microfiche, microfilm or other reproduction process.

"Excluded Documents" means with respect to each Asset, attorney-client privileged documents, other documents deemed sensitive by Seller, and regulatory reports.

"Funding Date" means on or before December 30, 2011, for which the balance of the Purchase Price is due hereunder and must be paid on or before such Funding Date.

"Ineligible Account" means any Account in which on or prior to the Cut-Off Date (i) the Obligor voluntarily filed for bankruptcy protection or involuntarily became subject to bankruptcy proceedings and which bankruptcy has not been dismissed; (ii) a court of law has ruled, and such ruling has not been overturned on appeal, that the Account or any transaction on the Account was fraudulently originated; (iii) the Obligor has died; (iv) it is determined that the Account is subject to pending litigation, other than a class action or a case purported to be a class action, or is being handled by a collection agency or attorney either through sale or assignment; or (v) the Account was validly settled. Accordingly, and for one-hundred & eighty (180) days post Funding Date, Seller promises "Replacement" of accounts in which – and in accordance with the above five elements defining "Ineligible Account" – Purchaser identifies that such accounts were Ineligible Accounts at the time of the Cut-Off Date. See "Replacement" definition for further clarification.

"Obligor" means with respect to each Asset, the obligors specified in the Data File, including, without limitation, any and all makers, guarantors, sureties or other persons or entities liable for the Debt.

"Purchase Price" the amount shown on the Bill of Sale and Assignment as "Due Seller".

"Replacement" means Seller will replace the qualifying Ineligible Accounts with accounts which are not Ineligible Accounts, but are similar in age and balance so as to bring the portfolio price back to or reasonably near (~ +/- \$ [REDACTED]) the amount delineated as the aggregate outstanding balance. See "Ineligible Account" definition for further clarification as to what qualifies as an Ineligible Account.

"Retained Claims" means with respect to each Debt, the claims or causes of action retained by Seller pursuant to Section 9.

"Retention Price" means that amount calculated in accordance with the provisions of Section 5.2.

"Sale" means the negotiated sale of the Assets.

"Transfer Document" means the Bill of Sale and Assignment as provided in Exhibit A of this Agreement for the transfer of the right, title and interest in and to the Assets purchased by Purchaser pursuant to this Agreement.

"Wire Transfer Instructions" means the instructions for wire transferring the Purchase Price to Seller as set forth on Exhibit B.

## 2. PURCHASE AND SALE OF THE ASSETS

2.1. *Agreement to Sell and Purchase Assets.* Seller agrees to sell, and Purchaser agrees to purchase, the Assets described in the Data File, subject to the terms, provisions, conditions, limitations, waivers and disclaimers set forth in this Agreement. The Assets shall be transferred and assigned pursuant to a Bill of Sale and Assignment of Assets.

2.2. *Agreement to Assign/Purchaser's Right to Act.* On the Funding Date, Seller shall send to Purchaser one Bill of Sale and Assignment of Assets for all of the Assets purchased, substantially in the form of Exhibit A, executed by an authorized representative of Seller, which Bill of Sale and Assignment of Assets shall sell, transfer, assign, set-over, quitclaim and convey to Purchaser, without recourse, warranty or representation, all right, title and interest of Seller in and to each of the Assets sold, and the right to collect all principal and/or interest and/or other amounts due under the Debt(s) and/or other proceeds of any kind paid or collected for payment thereon after the Funding Date.

2.3. *Identified Assets.* Seller has provided a Data File setting forth all of the Assets that Seller has offered for sale under the Agreement and all of the Assets that Purchaser has agreed to purchase hereunder.

2.4. *Purchase Price/Payment.* Purchaser shall pay to Seller the Purchase Price as follows: On or before 2:00 p.m. (Central Time), on the Funding Date, Purchaser shall pay to Seller the Purchase Price. All of such funds must be paid in immediately available funds in United States Dollars by wire transfer to Seller's Account in accordance with the Wire Transfer Instruction. The Purchase Price shall be adjusted to reflect any changes in the Current Balance of the Assets as of the Cut-Off Date as shown on the Data File.

2.5. *Payments Received/No Adjustments to Total or Package Purchase Price.* If Seller receives any credits, payments or other consideration distributed or paid by or on behalf of Obligor with respect to the Debt prior to or on the Funding Date, Seller shall be entitled to accept such payments. If Seller shall receive any credits, payments or other consideration distributed or paid by or on behalf of any Obligor, with respect to the Debt after the Cut-Off Date, Seller shall pay over and/or deliver such payments to Purchaser (without interest thereon from Seller) sixty (60) days after receipt of said funds. Additionally, Seller shall, commencing within ninety (90) days of the Funding Date, notify Purchaser on a monthly basis of all payments received from Obligors after the Cut-Off Date. The monthly notification should identify the Assets with respect to which such payments were made, the amount of each payment and the date each payment was received. Additionally, Seller agrees to take all appropriate steps to indicate on its records that the Assets have been sold to, and are the property of, Purchaser. Seller's obligation to pay over and/or deliver such payments will expire five (5) years from the Funding Date.

2.6. If Seller retains any Asset pursuant to Section 5, Seller shall not transfer to Purchaser any payments with respect to that Asset regardless of when received. If Seller has deposited payments received from any Obligor and issues a check or payment therefore to Purchaser, Purchaser shall bear the risk that any such payment so deposited by Seller may be returned due to insufficient funds. Seller shall have a period of sixty (60) days after each date Seller delivers to Purchaser payments made by or on behalf of any Obligor to notify Purchaser in writing that

any such payments were returned due to insufficient funds and specifying the amount, whereupon Purchaser shall pay promptly, but no later than ten (10) days following receipt of such notice, to Seller or to such entity as Seller shall designate, the amount of such payment by certified check, or by wire transfer if so directed by Seller.

### 3. TRANSFER OF ASSETS AND ASSET DOCUMENTS

3.1. *Assignment of Assets and Asset Documents/Paid Off Assets.* Seller shall provide the Transfer Documents to Purchaser on the Funding Date. The Bill of Sale and Assignment of Assets shall have the same effect as an individual and separate bill of sale and assignment of each and every Asset. The responsibility and cost of preparing and executing the Bill of Sale and Assignment or such other documents as Seller deems necessary, proper and appropriate, to effect the sale of the Assets hereunder, shall be borne by Seller. However, Purchaser agrees, acknowledges, confirms and understands that Purchaser shall be responsible for the recording and/or filing of the originals of any such assignments as the same may be necessary, proper or appropriate and shall pay all costs, fee and expenses for the recording and/or filing of such assignments. Seller reserves the right to retain copies of all or any portion of any Asset document(s) delivered by Seller. Notwithstanding anything herein to the contrary, if any obligor's Debt is paid-off to Seller after the Funding Date, Seller will pay to Purchaser in accordance with Section 2.5, but Seller shall only be responsible for sending to Purchaser any Transfer Documents relating to such paid-off Asset. In addition, Purchaser shall have the sole responsibility to obtain any other documents in the possession of any attorneys, collection agencies or foreclosing trustees.

3.2. *Additional Documentation.* All documents will be transferred in accordance with the terms as described in Section 12 DOCUMENTATION.

3.3. *Pending Legal Proceedings.* It is understood by Purchaser that there may be some Assets being sold pursuant to this Agreement in which a judgment has been obtained against an Obligor by Seller, or which Seller has a pending suit filed against Obligor. It is Purchaser's intent to proceed with further litigation against such Obligors provided the pending litigation is meritorious and economically feasible to Purchaser. In those cases in which Purchaser elects to continue said litigation, Purchaser agrees to notify the Clerk of Court and file pleadings to relieve Seller's counsel of record from further responsibility in such litigation (unless said counsel has agreed with Seller's written consent, to represent Purchaser in said proceedings at Purchaser's expense), and remove Seller as a party in such action and substitute Purchaser as the real party-in-interest.

3.4. Purchaser shall not assume any liability or responsibility with respect to any litigation proceedings in which an Obligor has either instituted suit or filed a counterclaim against Seller or any of its agents, representatives or predecessors in interest. Seller shall replace such Assets in accordance with Section 6.

3.5. *Notification.* Following the Funding Date, Seller shall, if required by federal statute, notify its selected credit reporting agencies of the sale and transfer of the Asset(s) to Purchaser. In turn, Purchaser will notify the Obligor(s) of Purchaser's acquisition of the Asset(s).

#### 4. SERVICING OF THE ASSETS

4.1. *Interim Servicing/Purchaser Bound.* Until the Funding Date, Seller shall continue to service the Assets to be transferred using its standard servicing procedures in relation to such types of assets. **PURCHASER SHALL TAKE NO ACTION TO COMMUNICATE WITH ANY OBLIGOR OR ITS ACCOUNTANTS OR ATTORNEYS OR ENFORCE OR OTHERWISE SERVICE OR MANAGE SUCH ASSETS UNTIL AFTER THE FUNDING DATE. PURCHASER SHALL TAKE NO ACTION TO COMMUNICATE WITH SELLER'S LOAN MANAGER UNLESS AND UNTIL THE PURCHASE PRICE DUE TO SELLER HEREUNDER HAS BEEN PAID IN FULL.**

4.2. *Purchaser Servicer Requirements.* Purchaser shall be responsible for complying with all local, state and federal laws, including, without limitation, any obligation to mail a notice addressed to any Obligor at the address shown in its records and notifying such Obligor of the transfer of any Asset and/or Debt from Seller to Purchaser.

#### 5. RETENTION OF LOAN AND REFUND OPTION OF SELLER

5.1. *Seller's Right to Retain/Repurchase/Replace Asset(s).* If Seller determines, in its sole discretion, that the following circumstances exist with respect to any Asset or Assets, then Seller shall have the right, but not the obligation, to refund to Purchaser the Retention Price relating to such Asset(s) calculated pursuant to the provisions set forth in Section 5.2, or Replace such Asset(s) per Section 6, and withdraw such Asset(s) from those assets identified on the Data File and from the Bill of Sale and Assignment, and retain any such Asset or Assets:

- (a) Seller determines that there is a pending or threatened suit, action, arbitration, bankruptcy proceeding or other legal proceeding or regulatory inquiry or investigation relating to the Asset or any Obligor for such Asset, and naming Seller or otherwise involving Seller's interest therein in a manner unacceptable to Seller, or Seller otherwise determines (in its sole discretion) that such matter cannot be resolved and/or that Seller's interest cannot be adequately protected without Seller owning such Asset.
- (b) Seller determines that an asset was included in the Data File in error. Seller agrees that such Assets will not exceed either 1.00% of the total number of assets sold, or 1.00% of the total dollar amount of Assets sold.
- (c) Seller determines that the Obligor was a victim of identity theft.

5.2. *Retention Refund.* If Seller determines in its sole discretion that any of the circumstances set forth in Section 5.1 exist with respect to any Asset, Seller shall either execute a "Replacement" of the Asset or a refund figured as a portion of the Purchase Price relating to such Asset (the "Retention Refund"). This refund shall be calculated as the Purchaser's bid rate of [REDACTED] % multiplied by the Asset Current Balance as of the Cut-Off Date. Purchaser shall inform Seller of any payments or settlement on the balance that have occurred after the Cut-Off date.

6. **REPLACEMENT OF ACCOUNTS:** Notwithstanding anything to the contrary, for up to one-hundred & eighty (180) days post Funding Date, Seller promises that Seller will replace up to 10% of the aggregate outstanding balance of the Data File and that this replacement will be in accordance with the five elements defining "Ineligible Account" of which Purchaser identifies that such accounts were, in fact, Ineligible Accounts at the time of the Cut-Off Date. Accordingly, Seller further promises that such Replacement will replace Ineligible Accounts (those which Purchaser identifies and qualifies as Ineligible Accounts) with accounts which are not Ineligible Accounts, but are similar in age and balance, so as to bring the portfolio price back to (or reasonably near ~ plus or minus \$[REDACTED]) the amount delineated as the aggregate outstanding balance.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER:** Purchaser hereby represents, warrants and covenants, to and with Seller, as of the date of this Agreement and as of the Funding Date that:

7.1. *Authorization.* Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of its state of incorporation. Purchaser 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 the undersigned representative is authorized to act on behalf of and bind Purchaser to the terms of this Agreement.

7.2. *Binding Obligations.* Assuming due authorization, execution and delivery by the other party, this Agreement and all of the obligations of Purchaser are the legal, valid and binding obligations of Purchaser, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws effecting 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.)

7.3. *No Breach or Default.* The execution and delivery of this Agreement and Purchaser's performance of its obligations will not conflict with any provision of any law or regulation to which Purchaser is subject or by which any of its assets may be bound or conflict with or result in a breach or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Purchaser is a party or by which it or any of its assets may be bound, or any order or decree applicable to Purchaser.



7.4. *Nondisclosure.* Purchaser is in full compliance with its obligations under the terms of any Confidentiality Agreement executed by Purchaser to review the information made available by Seller or Advisor to all potential bidders for the Assets, and those terms are hereby incorporated, subject to Purchaser's ownership rights and interests acquired by Purchaser hereunder.

7.5. *Enforcement/Legal Actions.* Purchaser covenants, agrees, warrants and represents that Purchaser shall not institute any enforcement or legal action or proceeding in the name of Seller, any subsidiary thereof, or any Servicing Agent, 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 Assets. Purchaser also represents, warrants and covenants not to take any enforcement action against any Obligor that would be commercially unreasonable and shall comply with all local, state and federal statutes and regulations when collecting on the Assets. Purchaser shall not misrepresent, mislead, deceive or otherwise fail adequately to disclose to any particular Obligor the identity of Purchaser, the owner of the Assets. Purchaser further represents, warrants and covenants not to use, adopt, exploit, or allude to Seller or any Servicing Agent or any name derived therefrom or confusingly similar therewith, or the name of any other local, state or federal agency or association to promote Purchaser's sale, enforcement, collection or management of the Assets. Notwithstanding the foregoing, Purchaser may use the name of the Seller for purposes of identifying any Debt in communications with Obligor in order to collect amounts outstanding on the Debt, in connection with filing suit upon the Debt and in connection with sale of the Debt. Purchaser shall not represent that there is an affiliation or agency relationship between Purchaser and Seller, nor shall Purchaser state or represent in any way that Purchaser is acting on behalf of the Seller. In so using Seller's name, Purchaser shall also inform Obligor or other party that Purchaser has purchased such Asset and/or Debt from Seller and that Seller is no longer associated with the ownership, servicing, or otherwise associated with the Asset or Debt.

7.6. *Restriction on Use of Names/Debt Security.* Purchaser agrees not to use the name of any Obligor for any purpose other than in conjunction with the collection of the Asset. Notwithstanding anything in this Agreement to the contrary, Purchaser shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the Assets. Without limiting the generality of the preceding sentence, to the extent that Purchaser receives "Non-public Personal Information" ("NPPI") as defined in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102), 15 U.S.C. Section 6809, and the regulations issued thereunder Purchaser agrees not to use such NPI except for in conjunction with the collection of the Asset. Purchaser also agrees that it will maintain appropriate physical, electronic, and procedural safeguards to store, dispose of, and secure NPI to protect it from unauthorized access or use.

## 8. REPRESENTATIONS AND WARRANTIES OF SELLER

8.1. *Representations and Warranties of Seller.* Seller hereby represents and warrants to Purchaser as of the date hereof:

(a) Seller is a corporation, duly organized, validly existing and in good standing under the laws of its state of incorporation. Except as set forth in the Agreement, Seller is the sole owner of all right, title and interest in and to the Assets, free and clear of all liens and encumbrances, and has the right to transfer Seller's interest therein to Purchaser on the terms and conditions set forth. Seller has all requisite power and authority to perform all obligations under this Agreement and to execute all instruments and other documents contemplated to be executed and delivered by Seller to Purchaser in connection herewith. This Agreement constitutes and each of Seller's documents when executed will constitute, legal, valid and binding obligations of Seller. The execution, delivery and performance of this Agreement will not conflict with or result in a violation of any of Seller's obligations.

(b) Seller provided Purchaser with a Data File. Seller hereby represents that the information on the Data File is a true, accurate, correct and complete identification of the Assets in all material respects, and to the best of Seller's knowledge the name is correct; there is an address indicated (which may or may not be correct); and the stated amount of the obligation is correct as of the date the Data File is prepared by Seller.

(c) All of the Assets being sold pursuant to this Agreement are consumer loan, retail installment, obligations that were originated by seller or purchased from dealers by Seller or Seller's predecessors in interest, such Assets have been originated, serviced and maintained in compliance with all applicable laws and Seller's credit and collection policies and each such Asset represents the valid, legal obligation of the respective Obligor, except as may be limited by applicable law.

(d) Seller represents and warrants that it will not intentionally contact any Obligor with respect to an Asset after the Funding Date, without Purchaser's prior consent.

(e) To the extent that any Debt transferred and sold hereunder is subject to a fixed payment plan or judgment and that Debt is also subject to a pending contingent fee agreement by which any entity or person is entitled to payment based on the amount of monies collected or judgment obtained and/or collected, then transfer of such Debt shall not be made subject to the rights of any such entity or person, and Purchaser shall not assume, and shall be deemed not to have assumed, the contingent fee agreement and shall not be bound by the terms thereof.

8.2. *No Other Representations or Warranties.* EXCEPT AS PROVIDED IN SECTION 8.1, THE ASSETS ARE BEING SOLD "AS IS" AND "WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE ASSETS, THE STRATIFICATION OR PACKAGING OF THE ASSETS.

**9. PURCHASER'S EVALUATION AND ACCEPTANCE OF RISK OF ASSETS SOLD AS-IS:** Purchaser hereby represents, warrants, acknowledges and agrees to the following:

9.1. *Independent Evaluation.* Purchaser is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions such as the decision to purchase the Assets under this Agreement. Purchaser's bid for and decision to purchase the Assets pursuant to this Agreement is and was based upon Purchaser's own independent evaluation of information deemed relevant to Purchaser, including, but not limited to, the information made available by Seller to all potential bidders for the Assets, and Purchaser's independent evaluation of related information. Purchaser acknowledges and agrees that, while some information concerning the Assets was made available to Purchaser for review prior to the Sale, such information, through no fault of Seller, may not be complete. If Seller, or any of Seller's contractors or employees failed to deliver to Seller any or all of the Asset information in such employee's possession, then Seller shall not be liable for the failure to include such Asset information in the material made available for review by prospective bidders prior to the Sale. Purchaser has relied solely on its own investigation and it has not relied upon any oral or written information provided by Seller or its personnel or agents, and acknowledges that no employee or representative of Seller has been authorized to make, and that Purchaser has not relied upon, any statements other than those specifically contained in this Agreement. Purchaser acknowledges that it is represented by adequate legal counsel in the negotiation of this Agreement.

9.2. *Excluded Documents.* Purchaser understands that the Excluded Documents may be missing or may have been removed. The Excluded Documents may include significant and material information that, if made known to Purchaser, could have a material, significant, direct or indirect effect upon Purchaser's perceived, apparent or actual value of the Assets. Purchaser agrees, acknowledges, confirms and understands that the Excluded Documents might directly or indirectly relate to or affect the perceived or actual (i) value, (ii) merits, or (iii) risks with respect to the Assets.

9.3. *Due Diligence.* Purchaser has been urged to conduct such due diligence review and analyses of the information provided by the Seller in order to make a complete informed decision with respect to the purchase and acquisition of the Assets.

9.4. *Economic Risk.* Purchaser acknowledges that the Assets may have limited or no liquidity and Purchaser has the financial wherewithal to own the Assets for an indefinite period of time and to bear the economic risk of an outright purchase of the Assets and a total loss of the Purchase Price for the Assets. Purchaser acknowledges that some of the Assets may be Unenforceable Assets. It is the Purchaser's intention to have such Unenforceable Assets replaced by Seller in accordance with Section 6.

## 10. MUTUAL INDEMNIFICATION

10.1. From and after the date of this Agreement, Purchaser shall indemnify and hold harmless Seller against and from any and all liability for, and from and against any and all losses or damages Seller may suffer as a result of, any Claim that Seller shall incur or suffer as a result of (i) any act or omission of the Purchaser or Purchaser's agents in connection with the Assets and its purchase of the Assets pursuant to the Agreement, (ii) the inaccuracy of any of Purchaser's representations or warranties herein, (iii) the breach of any of Purchaser's covenants, representations or warranties herein, or (iv) any Claim by any Obligor regarding the assignment, subsequent enforcement, servicing or administration of the Asset by Purchaser (provided that Purchaser's liability shall be limited in the aggregate to the Purchase Price).

10.2. From and after the date of this Agreement, Seller shall indemnify and hold harmless Purchaser against and from any and all liability for, and from and against any and all losses or damages Purchaser may suffer as a result of, any Claim that Purchaser shall incur or suffer as a result of (i) any act or omission of the Seller or Seller's agents in connection with the Sale of Assets pursuant to the Agreement, (ii) the inaccuracy of any Seller's representations or warranties herein, (iii) the breach of any of Seller's covenants, representations or warranties herein, or (iv) any Claim by any Obligor regarding the origination, assignment, subsequent enforcement, servicing or administration of the Asset by Seller, or by Seller's agent, representative, predecessor in interest prior to the Funding Date. (Seller's liability under this Agreement shall be limited in the aggregate to the Purchase Price).

## 11. ASSIGNMENT OF RIGHTS TO THIRD PARTIES & NOTICE

11.1. *Assignment of Agreement Prior to Funding Date.* Prior to the Funding Date, Purchaser shall not assign, encumber, transfer or convey its rights under this Agreement without the prior written consent of Seller, in each instance, which approval shall not be unreasonably withheld except as provided herein.

11.2. *Assignment After Funding Date.* With respect to any Asset, Purchaser and any subsequent owner shall have the right, at any time after the Funding Date, to assign its rights in, under and/or to any Asset to any subsequent transferee of such Asset; provided, however, that such transferee shall be bound by all of the terms and provisions of this Agreement, and Purchaser shall remain liable for all obligations of Purchaser to Seller hereunder (including Claims against subsequent transferee of Purchaser), notwithstanding such assignment. Purchaser, and any subsequent transferee shall provide any subsequent Purchaser with a copy of this Agreement; and Purchaser and any subsequent transferee shall notify Seller of any such transfer at the address provided in Section 11 within 5 days after such transfer.

11.3. *Notice of Obligor Claims or Litigation:* term of this Agreement, each party shall promptly notify the other party of any Claim, threatened Claim, or litigation filed by any Obligor against that party (or in the case of the Purchaser, any claim against the subsequent transferee of Purchaser) that arises from or relates to any of the Assets purchased hereunder. Such notification shall be by certified mail return receipt requested and shall be addressed as follows:

To Purchaser:

Main Street Acquisition Corp.  
Attn: General Counsel  
2877 Paradise Road, Unit 303  
Las Vegas, NV 89109

To Seller:

Santander Consumer USA Inc  
Attn: [REDACTED]  
8585 N STEMMONS FWY STE 1100N  
DALLAS TX 75247 - 3822

Copy to:  
General Counsel  
3715 DAVINCI CT STE 200  
NORCROSS GA 30092

12. **DOCUMENTATION:** Prior to receipt of funds on the Funding Date, Seller shall deliver a draft copy, and after receipt of funds Seller shall deliver the fully executed and memorialized Exhibit A ("Bill of Sale and Assignment") to Purchaser, same day via email, and then hardcopy via overnight delivery. Within twenty-one (21) business days after Seller's verified receipt of funds, Seller shall deliver to Purchaser digital representations of all original documents pertaining to Purchaser's purchased Assets. After the Funding Date and on behalf of Purchaser, Seller will continue to house all remaining original documents. From time to time Purchaser may request of Seller to deliver any remaining original documentation relating to a specific account. Seller's delivery of any such requested original documents will be charged to Purchaser at a rate of \$ [REDACTED] USD per Asset. Notwithstanding anything to the contrary herein, and also in light of the Federal Rules of Evidence "Admissibility of Duplicates" (Rule 1003), Seller's ability or inability, from time to time, to provide a requested "original document" does not therefore qualify such account as an Ineligible Account and does not, therefore, turn-on any Replacement of such account, *per se*, apart from the conditions set forth for the Replacement of Ineligible Accounts.

13. **INFORMATIONAL TAX REPORTING:** Purchaser hereby agrees to perform all obligations with respect to federal and/or state tax reporting relating to or arising out of the Assets sold and assigned pursuant to this Agreement including, without limitation, the obligations with respect to Forms 1098 and 1099 and backup withholding with respect to the same, if required, after the Funding Date during which the Purchaser owned the Assets and thereafter. Seller reserves the right to notify Purchaser that Seller shall file such reporting forms relating to the period of the tax reporting year prior to the Funding Date during which Seller owned the Assets.

14. **RETAINED CLAIMS:** Purchaser and Seller agree that the sale of the Assets pursuant to this Agreement shall exclude the transfer to Purchaser of any and all claims and/or causes of action Seller has or may have (i) against dealers, officers, directors, employees, insiders, accountants, attorneys, other persons employed by Seller, underwriters or any other similar persons who have caused a loss to Seller in connection with the initiation, origination or

administration of any of the Assets, or (ii) against any third parties involved in any alleged fraud or other misconduct relating to the making or servicing of any of the Assets.

## 15. MISCELLANEOUS PROVISIONS

15.1. *Severability.* If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

15.2. *Rights Cumulative; Waivers.* The rights of each of the parties under this Agreement are cumulative and may be exercised as often as any party considers appropriate under the terms and conditions specifically set forth. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by express waiver or variation in writing, any variation of that, or any other such right. Any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such rights. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

15.3. *Assignment.* Subject to the restrictions set forth in Section 10, this Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof, including the addenda, exhibits and schedules hereto, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representative, successors and assigns.

15.4. *Prior Understanding.* This Agreement supersedes any and all prior discussions and agreement between Seller and Purchaser with respect to the purchase of the Assets and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties with respect to the transaction contemplated.

15.5. *Integrated Agreement.* This Agreement and all addenda, schedules and exhibits (*Exhibit A – Bill of Sale; Exhibit B – Wire Transfer Instructions; Exhibit C – Required Documentation for Replacement of Ineligible Accounts; and Exhibit D – Affidavit of Sale of Account by Original Creditor*) constitute the final expression of the intent and understanding of Purchaser and Seller. This Agreement shall not be altered or modified except by a subsequent writing, signed by both Purchaser and Seller. This Agreement may be executed in counterparts each of which shall be deemed an original, including email and or facsimile transmissions thereof, but all of which together shall constitute one and the same instrument.

15.6. *Governing Law/Choice of Forum.* This Agreement shall be governed according to the laws of the State of New York, without regard to the conflict of laws principles. Purchaser

and Seller, to the fullest extent permitted by applicable law, each waive the right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

15.7. *Calculation of Calendar/Business Day.* If any date (whether calculated on the basis of calendar days or Business Days) upon which or by which action is required under this Agreement is a Saturday, Sunday or legal holiday recognized by the federal government, then the date for such action shall be extended to the first day that is after such date and is not a Saturday, Sunday or legal holiday recognized by federal government.

15.8. *Survival.* All representations, warranties and agreements in the Agreement, including, without limitation, all representations, warranties and agreements with respect to indemnity and confidentiality will survive the Funding Date.

15.9. *Relationship.* Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties and neither party shall have the right or authority to act for or on behalf of the other party.

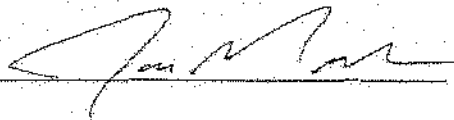
15.10. *No Gratuities.* The Purchaser will not offer a gratuity, payment or other benefit to Seller's staff, employee, agent or representative, or any other individual which might or would confer any benefit upon such person with the intent to influence the business or affairs of such person or Seller (this stipulation does not apply to any obligations which Purchaser may owe to Streamline Consulting Inc).

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

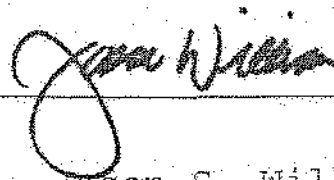
SANTANDER CONSUMER USA INC

MAIN STREET ACQUISITION CORP.

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



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



Name: Jason Grubb

Name: Jason S. Williams

Title: COO

Title Vice President

EXHIBIT A

BILL OF SALE AND ASSIGNMENT

Santander Consumer USA Inc ("Seller"), for value received and pursuant to the terms and conditions of the Purchase & Sale Agreement dated the 30<sup>th</sup> day of December 2011 between Seller and Main Street Acquisition Corp. ("Purchaser"), its successors and assigns ("Purchase & Sale Agreement"), hereby assigns effective as of the Funding Date, all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in the "Purchase and Sale Agreement" and "Data File" attached hereto and made part hereof for all purposes.

Total Unpaid Balances \$ \_\_\_\_\_  
Number of Accounts \_\_\_\_\_  
Bid Rate \_\_\_\_\_ %  
Due Seller \$ \_\_\_\_\_

Amounts due to Seller by Purchaser hereunder shall be paid in U.S. Dollars by a wire transfer to be received by Seller on the 30<sup>th</sup> of December 2011 by 2:00 p.m. Seller's time (ref. Exhibit B).

This Bill of Sale is executed without recourse except as stated in the Purchase & Sale Agreement to which this Bill of Sale is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

SANTANDER CONSUMER USA INC

MAIN STREET ACQUISITION CORP.

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

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

Name: Jason Grubb

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

Title: COO

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



**EXHIBIT B**  
**WIRE TRANSFER INSTRUCTIONS**

Bank Name: JP Morgan Chase

ABA/Routing Number: [REDACTED]

Beneficiary Account Name: Santander Consumer USA Inc

Beneficiary Account Number: [REDACTED]

## EXHIBIT C

### REQUIRED DOCUMENTATION FOR REPLACEMENT OF INELIGIBLE ACCOUNTS

#### BANKRUPTCY

- Chapter and
- Date filed and
- Docket No and
- Joint or Individual Filing and
- Attorney Name and Telephone Number and
- Court District Name
- Bankruptcy filing date must be on, or prior to, the Cut-Off Date. If the bankruptcy is an individual filing and the Account is a joint Account, the Account will not be replaced unless the Obligor holder has filed.

#### DECEASED

- Copy of death certificate or
- Letter from attorney indicating date of death or
- Verification from Department of Social Security indicating date of death or
- Copy of credit bureau indicating date of death or
- Copy of obituary
- Date of death must be on or prior to the File Creation Date or the Account will not be replaced. If a joint Account, the Obligor holder must have died on or prior to the File Creation Date.

#### FRAUD OR DISPUTE CLAIMS

- Letter from debtor or debtor's attorney alleging fraud received by Chase on or prior to the File Creation Date, which allegation has not been resolved to the Seller's satisfaction by the File Creation Date.

#### PREVIOUSLY SETTLED

- Letter from either the Seller or Collection Agency stating the Account was settled.

**EXHIBIT D**

**AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR**

State of Texas, County of Dallas.

Eldridge Burns being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Secretary for the Board of Directors of the creditor, Santander Consumer USA Inc. In that position I am a custodian of creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about the 30<sup>th</sup> of December 2011, Santander Consumer USA Inc sold a pool of charged-off accounts (Accounts per the Data File) by a Purchase and Sale Agreement and a Bill of Sale and Assignment to Main Street Acquisition Corp. (debt Purchaser). As part of the sale of the Accounts, electronic records and other records were (and will be) transferred on individual Accounts to the debt Purchaser. These records were kept in the ordinary course of business of Santander Consumer USA Inc. The electronic "*Data File*" containing the business records of Seller which contains each Asset sold by Seller to Purchaser pursuant to the Agreement, is produced from the computer data system used by the Seller in the ordinary course of its business to maintain all information related to the Assets. The Data File is the file extracted by the Seller from the Data System because the total number of Assets and the aggregate unpaid balance of those Assets matches to the control totals established by the Seller at the time the Data File was extracted and all of the fields shown on the Data Layout are present on the Data File.

I am not aware of any errors in these accounts, except for that which is described in the Purchase and Sale Agreement. The above statements are true to the best of my knowledge.

Signed this 30<sup>th</sup> day of December, the year of our Lord, two-thousand & eleven.

\_\_\_\_\_  
Eldridge Burns.

Sworn before me this 30<sup>th</sup> day of December, the year of our Lord, two-thousand & eleven.

\_\_\_\_\_  
(Notary Stamp)

# **EXHIBIT 17**

BILL OF SALE AND ASSIGNMENT

Santander Consumer USA Inc ("Seller"), for value received and pursuant to the terms and conditions of the Purchase & Sale Agreement dated the 30<sup>th</sup> day of December 2011 between Seller and Main Street Acquisition Corp. ("Purchaser"), its successors and assigns ("Purchase & Sale Agreement"), hereby assigns effective as of the Funding Date, all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in the "Purchase and Sale Agreement" and "Data File" attached hereto and made part hereof for all purposes.

Total Unpaid Balances	\$1,761,814,178.07
Number of Accounts	211,599
Bid Rate	██████%
Dus Seller	\$██████████

Amounts due to Seller by Purchaser hereunder shall be paid in U.S. Dollars by a wire transfer to be received by Seller on the 30<sup>th</sup> of December 2011 by 2:00 p.m. Seller's time [ref. Exhibit B].

This Bill of Sale is executed without recourse except as stated in the Purchase & Sale Agreement to which this Bill of Sale is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

SANTANDER CONSUMER USA INC

MAIN STREET ACQUISITION CORP.

By: [Signature]

By: [Signature]

Name: Jason Grubb

Name: Jason B. Williams

Title: COO

Title: Vice President