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

This Agreement for the Purchase and Sale of Charged-Off Accounts ("Agreement") is made this 26th day of April, 2010 by and between Wells Fargo Bank, N.A. ("Wells Fargo"), 101 North Phillips, Sioux Falls, South Dakota 57104; and CACH, LLC ("Buyer"), having offices at 4340 South Monaco, 2nd Fl, Denver, CO 80237.

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 computer printout listing 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 [REDACTED] Wells Fargo's possession which relates to an Account, or an affidavit related thereto in the form of Exhibit 6 hereto. All affidavits provided will be in conformity applicable law, including, without limitation, the laws of New York State and New York City.
- (c) "Account Schedule" means a schedule 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) "Closing Date" means on or about the final Business Day of each calendar month.
- (g) "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, 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.

- (h) "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.
- (i) "Purchase Price" means the amount specified in subsection 2.3 below.
- (j) "Unpaid Balance" means, with respect to the Accounts identified on the applicable Account Schedule, the unpaid principal balance in United States Dollars for each Account identified on such Account Schedule and specified as the unpaid 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.
- (k) "Term" means the six (6) month forward flow period commencing on April 2010 and continuing through September 2010.

2. Purchase and Sale of Accounts; Payment and Transfer

2.1 Purchase and Sale. Wells Fargo will sell and Buyer will purchase the Accounts listed on the Computer File at the Purchase Price and subject to the terms and conditions set forth below. The 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 as of such Cutoff Date, in a format acceptable to both parties.

2.3 Payment and Transfer. On each Closing Date, Buyer will deliver to Wells Fargo, [REDACTED]

- 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 and showing each Account's Unpaid Balance on the applicable Cutoff Date. 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 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. 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 subsections 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 list provided pursuant to subsection 2.4. If Wells Fargo receives any payments to any Account prior to the applicable Closing Date that is not reflected in the list of unpaid balances provided pursuant to subsection 2.4, Wells Fargo agrees to forward such payments to Buyer on a monthly basis no later than fifteen (15) calendar 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.
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 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.

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 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 applicable law or regulation 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) 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.

- (e) 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.
- (f) The Agreement constitutes and each of Wells Fargo's documents when executed will constitute legal, valid and binding obligations of Wells Fargo.
- (g) 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.

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). 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 listing of Accounts, Computer File and files delivered to Buyer under subsection 2.2 above is true and correct as of the applicable Cutoff Date and, each Account represents a bona fide indebtedness 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 Card Services CC Fresh Charge-off Sale Overview, a current copy of which has been provided to Buyer by Wells Fargo.

(c) [REDACTED]

(d) [REDACTED]

4.4 Applicable Law and Cardholder Agreements. To the best of Wells Fargo's knowledge, each Account was originated, maintained and serviced 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 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 [REDACTED] 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 Colorado.
- (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 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.

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, 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. [REDACTED]

(b) Oral Information. [REDACTED]

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. 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 subsection 6.3. This subsection 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.

[REDACTED]

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 within [REDACTED] of receipt.

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 subsection 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 subsection 7.1, Buyer will pay Wells Fargo as liquidated damages, [REDACTED]

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 treated as a repurchase under 8.3.

8.2 Repurchase Price. Wells Fargo shall repurchase any Accounts described in subsections 8.1 or 8.3 for an amount (the "Repurchase Price") equal to [REDACTED]

[REDACTED]

8.3 Obligation to Repurchase. Upon written notice from Buyer received no later than [REDACTED] from the applicable Closing Date, Wells Fargo will repurchase for any of the following reasons:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) [REDACTED]
- (f) [REDACTED]
- (g) [REDACTED]
- (h) [REDACTED]
- (i) [REDACTED]

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 subsections 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 subsection 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 subsection 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, attorney fees and cost of suits, including allocated cost of in-

house counsel) that arises from negligent acts or omissions of Buyer or Buyer's agents or representatives or assignees with respect to the Accounts.

10.2 Wells Fargo will indemnify and hold Buyer harmless from and against any claim, loss, cost, liability, damage and expense (including without limitation, 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 negligent acts or omissions of Wells Fargo or Wells Fargo's agents or representatives.

10.3 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 [REDACTED]

[REDACTED] This requirement shall be satisfied if such insurance is maintained by a servicer or by a party to whom the Buyer sells or assigns Accounts.

This Section 10 will survive termination of this Agreement.

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, which 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 March 31, 2010 between the parties.

13. Miscellaneous Terms

13.1 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:

Wells Fargo Card Services

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

To Buyer:

CACH, LLC

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13.2 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 above.

13.3 UCC-1 Financing Statement. To the extent required under the Uniform Commercial Code to perfect the sale of the Assets hereunder, Buyer is authorized to file a UCC-1 financing statement in a form approved by Wells Fargo.

13.4 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 Las Vegas, Nevada.
- (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.

13.5 Entire Agreement. 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.

13.6 Amendment. 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.

13.7 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 effect any other provision of this Agreement, and this Agreement will be construed without the invalid, illegal or unenforceable provision.

13.8 Termination. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

FAX APR. 27, 2010³⁴ 8:51AM⁷⁵

WELLS FARGO CARD SERVICES

NO. 052⁷⁴ P. 2⁷⁴

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

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

CACH, LLC
("BUYER")

By: 

By: _____

Title: EVP

Title: _____

[SIGNATURE PAGE TO FLOW AGREEMENT FOR PURCHASE AND SALE
OF CHARGE-OFF ACCOUNTS]

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

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

By: _____

Title: _____

CACH, LLC
("BUYER")

By:  _____

Title: Manager _____

[SIGNATURE PAGE TO FLOW AGREEMENT FOR PURCHASE AND SALE
OF CHAROB-OFF ACCOUNTS]

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 CACH, LLC ("Buyer"), all personal property comprising the charged-off Accounts as defined in the Flow Agreement for Purchase and Sale of Charged-Off Accounts dated _____, 2010, by and between Seller and Buyer, which Accounts are identified on Exhibit A attached hereto.

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.

Wells Fargo Bank, N.A.

By: _____

Date: _____

State of Iowa)
) ss.
County of Polk)

On this ____ day of _____, 2010, 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 A
List of Accounts

ASSUMPTION

Executed this _____ day of _____, 2010

By: _____

Its: _____

On this ____ day of _____ 2010, 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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

WITNESS FEE

[REDACTED]

Exhibit 4

ACCOUNT SCHEDULE

<u># ACCOUNTS</u>	<u>\$ UNPAID BALANCE</u>	<u>% PRICE</u>	<u>\$ PURCHASE PRICE</u>
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(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

Affidavit of Debt

I, _____, the _____ (title) of the Wells Fargo Card Services a division of Wells Fargo Bank, N.A. ("Creditor") am duly authorized by my employer Wells Fargo Bank, N.A. (title) and sworn to make the following statements:

1. There is due, payable and owing from «NAME» ("Debtor"), which Debtor's account number is «ACCT_NUMBER» (the "Account"), the principal amount \$«PRINCIPAL» as of «CO_DATE» (date) pursuant to the terms and conditions of the Account's agreement (the "Agreement"). Creditor opened or acquired the Account on «OPEN_DATE» (date). The Agreement holds Debtor liable for reasonable attorney fees.
2. The Account was, on «SALE_DATE», sold, transferred, assigned and conveyed to «BUYER» ("Buyer") with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim. Further, Affiant states that, to the best of Affiant's knowledge, information and belief, there are no uncredited payments, just counter claims or offsets against the Account or the underlying debt. Further, Affiant acknowledges that, in making this affidavit, Buyer is now the owner of the Account, and that Buyer has complete authority to settle, adjust, compromise and satisfy the same and that Creditor has no further interest in the Account or the debt underlying the Account for any purpose.
3. Creditor is the originator of the Account and was the servicer of the Account prior to the sale of the Account to Buyer. All applicable and appropriate legal documentation, including, but not limited to, the Agreement, was executed by Creditor and/or Debtor, as applicable, in connection with the origination of the Account. Due to Debtor's non-payment of the Account, Creditor charged-off and sold the Account to Buyer. The balance of the Account set forth in Paragraph 1 hereof is due and outstanding.

_____. (Affiant's signature)

_____. (Affiant's printed name & title)

DATED: "date"

STATE OF Iowa

COUNTY OF Dallas

DATED: "date"

Personally appeared the above-named Affiant and made oath that he/she has read the above and knows the contents hereof; that the same is true of his personal knowledge; and I do hereby certify under my seal that I am authorized to administer oaths under and by virtue of the laws of the State of Iowa.

Before me:

Notary Public