
ACCOUNT PURCHASE AGREEMENT

DATED AND EFFECTIVE AS OF JULY 01, 2008

BY AND BETWEEN

SELLER:

SELLER INFORMATION: Routhmeir Sterling Inc.
ADDRESS: 162 Collins Rd. NE. #227
Cedar Rapids, IA. 52402

TELEPHONE NO.: 800-687-8930
FAX NO.:

RECEIVED

AND

JUL 08 2008

BUYER: Royal Financial Group LLC.
C/O Sandford Miller.

MILLER & STEENO, P.C

BUYER INFORMATION:

ADDRESS: 7606 Forsyth Blvd
Saint Louis, MO. 63105

TELEPHONE NO.: 314-726-1400
FAX NO.:

CLOSING DATE: JULY 01, 2008

PURCHASE PRICE: [REDACTED] (principal as of charge-off date)

ACCOUNT PURCHASE AGREEMENT

THIS ACCOUNT PURCHASE AGREEMENT is entered into effective July 01, 2008 by and between Routhmeir Sterling Inc. 162 Collins Rd. NE #227; Cedar Rapids, IA. 52402 ("**Seller**") and Royal Financial Group LLC. 7606 Forsyth Blvd; Saint Louis, MO, 63105 ("**Buyer**"). Seller and Buyer are more specifically identified on the cover page to this Agreement, which is incorporated herein

RECITALS:

WHEREAS, Buyer reviewed and evaluated the Accounts and Account Information, and Buyer submitted the winning bid to purchase the Accounts from Seller for the consideration and under the express terms, provisions, conditions and limitations as set forth herein; and

WHEREAS, Seller desires to sell and Buyer desires to buy the Accounts; and

WHEREAS, Seller is willing, subject to the express terms, provisions, conditions, limitations, waivers and disclaimers as may be expressly set forth herein, and in that certain Confidentiality Agreement heretofore executed by Buyer (or Buyer's agent/reviewer), all of the terms and conditions of which are expressly incorporated herein and made a part of Buyer's representations to Seller herein, to sell, transfer, assign and convey to Buyer all of Seller's right, title and interest, in, to and under the Accounts.

NOW, THEREFORE, in consideration of the premises, the mutual promises herein set forth and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I - DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated:

"Account(s)" means: (a) the obligations evidenced by any Evidence of Indebtedness or any deficiency thereunder, consisting primarily of charged-off credit card accounts and similar non-commercial bad consumer debts that are in default, non-performing or underperforming and that have been sold off by the original issuer; (b) any judgments founded upon any such obligations, or other Evidence of Indebtedness, to the extent attributable thereto, and any lien arising therefrom; and (c.) the proprietary interest of Seller in any Account, or Evidence of Indebtedness forming the subject matter of any litigation or bankruptcy to which Seller is a party or claimant.

"Account File" means, with respect to each Account included on the Account Schedule, such account information as has been provided by the Seller, but excluding the Peripheral Documents (as defined herein).

"Account Schedule" means the schedule, attached as **Exhibit "A"** hereto, setting forth the following information concerning each Account: the Account numbers, if any, for Seller, the name of the Obligor, and the Approximate Current Balance of each of the Accounts. The Account Schedule shall be attached as an Exhibit to the Bill of Sale.

"Agreement" means this Account Purchase Agreement, including the cover page and all Addenda, Exhibits and Schedules hereto and the Confidentiality Agreement and Bid Forms hereto executed by Buyer (or Buyer's Agent) that are hereby restated by Buyer as if fully rewritten herein and are hereby incorporated herein and made a part hereof.

"Approximate Current Balance" means the approximate unpaid balance in U. S. Dollars for each Account identified in the Account Schedule attached hereto as **Exhibit "A"** and specified as either the current balance or the current principal balance. This may include interest (accrued or unaccrued) up to but not after the charge-off date of each account, costs, fees and expenses. It is possible that payments may be made by or on behalf of any obligor prior to the Cut-Off Date or the date of this Agreement, which are not reflected in the Approximate Current Balance. This figure may also reflect payments made by or on behalf of any Obligor which have been deposited and credited to the Approximate Current Balance of such Account, but which may later may be returned uncollected due to insufficient funds or other reasons.

"Bill of Sale and Assignment" means the document to be delivered to Buyer on or before the Transfer Date, in the form attached hereto as **Exhibit "B"**, together with the attached Account Schedule.

"Claim" means any claim, demand or legal proceeding.

"Cut-off Date" means July 01, 2008

"Evidence of Indebtedness" means with respect to each Account, the original or any copy (including any microfilm, microfiche, photocopy or machine readable format) of: (a) a promissory note, record of debt, account, agreement, document or instrument and any other evidence of debt owed by an obligor, which may or may not be available from the issuer or servicer of each Account; (b) the spreadsheet listing the Accounts and balances which is a schedule to the Bill of Sale; (c) any such documents relating to any guarantor or co-maker on an Account (if any); and (d) any obligation or other evidence extending or renewing the Account.

"Obligor" means the current and unreleased obligor(s) on an obligation or on the Evidence of Indebtedness, including, without limitation, any and all guarantors, sureties or other persons or entities liable on an Account.

"Peripheral Documents" means any correspondence, reports, information, internal analysis, internal memoranda, documents, credit information, regulatory reports and/or internal assessments of valuation of the Accounts, not to be transferred hereunder.

"Purchase Price" means the amount bid by Buyer by sealed bid to purchase the Accounts as set forth on the Bid Form and reproduced on the cover page of this Agreement and incorporated herein.

"Seller" means the entity listed under Seller on the first page of this Agreement.

"Transfer Date" means the date upon which Seller transfers the Accounts to Buyer and makes available for pick-up by, or delivery of the Transfer Documents to Buyer, which Transfer Date shall be at Seller's discretion on any date after full payment by Buyer of the Purchase Price but not later than July 01, 2008.

"Transfer Documents" means all documents that are required to be delivered on the Transfer Date by Seller or the Buyer pursuant to Article III.

ARTICLE II - PURCHASE AND SALE OF THE ACCOUNTS

Section 2.1. **Agreement to Sell and Purchase Accounts.** Seller agrees to sell, and Buyer agrees to purchase, the Accounts described in the Account Schedule, subject to the terms, provisions, conditions, limitations, waivers and disclaimers set forth in this Agreement and the Instructions and Conditions of Bid, the terms of which are incorporated herein by this reference. The Accounts shall be transferred and assigned pursuant to the Bill of Sale and Assignment.

Section 2.2. **Agreement to Assign/Buyer's Right to Act.** On the Transfer Date, Seller shall deliver to Buyer a Bill of Sale and Assignment, in the form of **Exhibit "B"** hereto, executed by an authorized representative of Seller, which Bill of Sale and Assignment shall sell, transfer, assign, set-over, quitclaim and convey to Buyer all right, title and interest of Seller in and to each of the Accounts, the proceeds of the Accounts received by Seller from and after the Cut-off Date, if any, and the Account Files, if available. The Account Schedule shall be attached as an exhibit to the Bill of Sale and Assignment, identifying the Accounts conveyed to the Buyer. Buyer shall have no right to communicate with any obligor or otherwise take any action with respect to any Account or any Obligor until the Transfer Date.

Section 2.3. **Account Schedule.** Seller has provided as **Exhibit "A"** hereto the Account Schedule setting forth all of the Accounts which Buyer has agreed to purchase and Buyer acknowledges that it has reviewed the same to its full satisfaction.

Section 2.4. **Purchase Price/Payment.** Buyer shall pay to Seller for the Accounts to be sold hereunder, the total

sum of [REDACTED] representing [REDACTED]
as and for the Purchase Price, payable as follows:

(a) **Deposit.** Buyer's deposit (\$0) heretofore received. The deposit shall be non-interest bearing and shall be non-refundable.

(b) **Balance.** On or before 5:00 p.m., (CST), July 01, 2008 Buyer shall pay to Seller the balance of the Purchase Price, in full. All of such funds must be paid in immediately available funds in U. S. Dollars by wire transfer as instructed by Seller.

Section 2.5. **Payments Received Before/After Cut-Off Date; Adjustments; Remittance.** If Seller receives any payments or other consideration distributed or paid by or on behalf of an Obligor with respect to an Account (hereinafter "payment") prior to or on the Cut-off Date, Seller shall be entitled to accept and retain such payment in full, except to the extent that the Approximate Current Balance for any such Account did not reflect a reduction for any such payment, in which event Seller shall retain the payment and Buyer shall be given a credit on such Account equal to the bid percentage (as a percent of the Approximate Current Balance) bid by Buyer times the amount of such payment. Payments on Accounts received by Seller after the Cut-off Date shall belong to Buyer, and Seller shall pay over and/or deliver such payments to Buyer (without recourse and without interest thereon from Seller) not later than thirty days after receipt.

ARTICLE III - TRANSFER OF ACCOUNTS AND ACCOUNT FILES

Section 3.1. **Assignment of Accounts and Account Files.** On the Transfer Date, Seller shall execute and deliver to Buyer the Bill of Sale and Assignment and such other documents as Seller, in its sole and absolute discretion, deems necessary, proper or appropriate for the legal transfer of its right, title and interest in and to the Accounts, and shall deliver or make available the Account Files for all Accounts purchased pursuant to this Agreement (collectively, the "Transfer Documents"). The Bill of Sale and Assignment shall have the same effect as an individual and separate bill of sale and assignment of each and every Account referenced therein. The responsibility and cost of preparing and executing the Bill of Sale and Assignment and such assignments or such other documents as Seller deems necessary, proper and appropriate, to be executed and made available on the Transfer Date shall be borne by Seller. However, Buyer 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, fees and expenses for such recording and/or filing. Seller reserves the right to retain copies of all or any portion of the Account Files. Buyer shall bear the expenses of transportation of such Transfer Documents and of the other documents, instruments and files to be delivered to Buyer pursuant to this Article III. Within one day of receipt of payment, Seller shall transmit to Buyer via email the list of accounts in Exhibit "A" and not mask information, that it has previously masked in allowing Buyer to purchase the accounts.

Section 3.2. **Account Documents.** In the event Buyer requests Seller to execute and deliver assignments or other documents in addition to the initial Transfer Documents, Buyer shall furnish Seller with copies of the proposed additional assignments or other documentation for review, analysis, approval, amendment and execution, all at Seller's sole discretion. The responsibility for all costs, fees and expenses of preparing and filing or recording any such additional assignments or such other documentation shall be the sole responsibility of Buyer and preparation costs shall be payable upon demand from Seller. Buyer further agrees that it will request affidavits of debt and back-up documentation from the credit card issuers or servicer only on those individual Accounts where the same is required on a case by case basis by a court of competent jurisdiction for the legal enforcement of the obligations sold under this Agreement. For requests received by Seller in writing from Buyer on or before October 01, 2008 (90 days), Seller agrees in exchange for Buyer paying to Seller a non-refundable fee of \$20.00 per Page, delivered, such fee to be paid in advance by Buyer to Seller, to use Seller's best efforts to obtain affidavits of debt, copies of credit card application forms (to the extent that such are available and/or exist) and copies of monthly credit card account statements from the original card issuer or current account servicer (to the extent that such are available and/or exist). Although Seller knows of no reason why such documentation would not be available after October 01, 2008 Seller does not represent or warrant that after that date (a) that the cost of obtaining the requested documentation will remain at \$20.00 or (b) the original credit card issuer or the current account servicer will continue to make the requested documentation available. The Seller's not providing an Account Document requested will not be a breach of this Agreement.

Section 3.3. **Pending Legal Proceedings.** With respect to any Account which is, as of the Transfer Date, the subject of litigation, or bankruptcy, Buyer agrees that it shall, to the extent applicable, at its own cost, within thirty (30) days after the Transfer Date, (i) notify the Clerk of the Court, and all counsel of record in each such proceeding of the transfer of the Account from Seller to Buyer, (ii) 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 Buyer in said proceedings at Buyer's expense) , and (iii) remove Seller as a party in such action and substitute Buyer as the real party-in-interest, and change the caption thereof accordingly. In connection therewith, Buyer shall have the sole responsibility to determine the appropriate direction and strategy for such litigation or proceeding. If Buyer fails to comply with the above requirements (i) - (iii), Seller may, but is not obligated to take such actions as it deems necessary to effectuate the provisions of this paragraph. Buyer acknowledges that its failure to comply with the provisions of this paragraph may affect Buyer's rights in any such litigation or proceeding including, without limitation, any dismissal with prejudice or the running of any statute of limitations if any such action or proceeding is dismissed. Buyer shall reimburse and indemnify Seller for any costs and legal fees incurred by Seller in connection with such proceeding from and after the Transfer Date, including, without limitation, any fees and costs incurred by Seller in connection with Buyer's failure to comply with the above requirements (i) - (iii).

Section 3.4. **Collection/Contingent Fees.** To the extent that any Account transferred and sold hereunder is subject to any pending collection and/or contingent fee agreement, then the transfer of such Account shall be made subject to the rights of any such entity or person and Buyer does hereby agree to assume, and shall be deemed to have assumed, the collection and/or contingent fee agreement and shall be bound by the terms thereof to the same extent as if Buyer had independently contracted for such services.

ARTICLE IV - SERVICING

Section 4.1. **Servicing After Transfer Date.** As of the Transfer Date, all rights, obligations, liabilities and responsibilities with respect to the servicing of the Accounts shall pass to Buyer, and Seller shall be discharged from all liability or obligation therefor. Within thirty (30) days of the Transfer Date, Buyer shall provide written notices of assignment to the Obligors on the Accounts purchased.

Section 4.2. **Interim Servicing/Buyer Bound.** Between the Cut-off Date and the Transfer Date, Seller may continue to service the Accounts, subject to Section 2.5. BUYER SHALL TAKE NO ACTION TO COMMUNICATE WITH ANY OBLIGOR OR ENFORCE OR OTHERWISE SERVICE OR MANAGE SUCH ACCOUNTS UNTIL THE TRANSFER DATE. In no event shall Buyer be deemed a third party beneficiary of any servicing contract or agreement between Seller and any Servicing Agent and in no event shall Seller be deemed a fiduciary for the benefit of Buyer with respect to the Accounts.

Section 4.3. **Servicer Requirements.** Buyer shall be responsible for complying with all state and federal laws, if any, with respect to the ownership and/or servicing of any of the Accounts from and after the Transfer Date including, without limitation, the obligation to notify any obligor or guarantor of the transfer of servicing rights from Seller to Buyer. Further, Seller shall have the right, but not the obligation, to mail a notice addressed to any obligor or guarantor, at the address shown in its records, notifying such obligor or guarantor of the transfer of any Account from Seller to Buyer.

ARTICLE V - RETENTION OF ACCOUNTS AND REFUND OPTION OF SELLER PRIOR TO THE TRANSFER DATE

Section 5.1. **Right to Retain Accounts.** If prior to the Transfer Date Seller determines, in its sole discretion, that any of the following circumstances (a) through (d) exist with respect to any Account, then Seller shall have the right but not the obligation to elect to withdraw from the Account Schedule and retain any such Accounts and to refund to Buyer the appropriate portion of the Purchase Price pursuant to Section 5.2:

- (a) Seller is unable to deliver to Buyer any Evidence of Indebtedness, whether the original or a copy thereof, or any other document or instrument evidencing the Obligor's financial obligation to Seller; or
- (b) Seller determines that Seller does not own or control the Account and the servicing of the Account in its entirety; or
- (c) Seller determines that there is a suit, action, arbitration, bankruptcy proceeding or other legal proceeding or governmental investigation, pending or threatened, which could affect the Account, or Obligor or Seller's interest therein in a manner unacceptable to the Seller; or

(d) Seller determines that the Account is inextricably related to any account, claim or right of action retained by Seller and not expressly transferred to Buyer pursuant to this Agreement.

Section 5.2. **Refund on Retained Accounts.** If Seller determines in its sole discretion that any of the circumstances set forth in Section 5.1 exist with respect to any Account and elects to retain any such Account, Seller shall refund a pro rata portion of the Purchase Price calculated according to the following formula: (a) the Approximate Current Balances of the particular Accounts to be retained by Seller (as reflected on the Account Schedule) shall be divided by the total sum of the Approximate Current Balance(s) as set forth in the Account Schedule for all Accounts in the Account Schedule; then (b) the quotient determined under (a) above shall be multiplied by the Purchase Price.

ARTICLE VI - BUYER'S LIMITED RIGHT TO REQUIRE SELLER TO REPURCHASE CERTAIN ACCOUNTS AFTER TRANSFER DATE

Section 6.1. **Buyer's Limited Right to Require Seller to Repurchase.** If, and only if any Account is subject to any of the following conditions (a) through (g), then, provided Buyer gives Seller written notice specifying such condition, together with written evidence thereof (which evidence must be satisfactory to Seller) on or before September 01, 2008 (60 days), or before the first to occur of any of the events set forth in Section 6.3 below, then Seller shall be required to repurchase such Account from Buyer, as provided herein:

(a) for any Account sold pursuant to this Agreement, Seller does not have good title or the transfer of title is not rightful with delivery thereof to Buyer; or

(b) for any Account sold pursuant to this Agreement, a valid and enforceable security interest or other lien or encumbrance exists other than those of which the Buyer at or before the effective date of the sale by Seller to Buyer has knowledge; or

(c.) for any Account sold pursuant to this Agreement, all obligors and guarantors and/or sureties of the particular Account have been compromised, **settled or released** in writing prior to the effective date of the sale by Seller to Buyer; or

(d) for any Account sold pursuant to this Agreement a **bankruptcy** petition was filed by or against all obligors (including guarantors and/or sureties), prior to the effective date of the sale by Seller to Buyer; or

(e) for any Account sold pursuant to this Agreement, a final ruling has been issued prior to the effective date of the sale by Seller to Buyer by a court of competent jurisdiction in a case brought concerning a Account being sold adjudging that such Account is unenforceable under applicable state or federal law or unenforceable due to a finding that the signatures of all of the obligors and all other guarantors and/or sureties of the account were **forged**; or

(f) for any Account sold pursuant to this Agreement, the Account was **paid off in full satisfaction prior to the effective date** of the sale by Seller to Buyer; or

(g) for any Account sold pursuant to this Agreement, all obligors (including guarantors and/or sureties) are **deceased** prior to the effective date of the sale by Seller to Buyer;

Buyer acknowledges and agrees that its right to make timely demand for repurchase by Seller of any Account which meets the specific circumstances set forth above, is the sole and exclusive remedy of Buyer for the breach of any of the representations and warranties of Seller contained herein, and that such right shall automatically expire as set forth in Section 6.1. By providing that Buyer may require Seller to repurchase any Account under the specific terms and conditions of this Section, Seller is not, and shall not be deemed to be, by negative implication or otherwise, making any representations or warranties as to the existence or nonexistence of any facts or circumstances regarding the status or enforceability of the Accounts.

Section 6.2. **Repurchase Price.** The repurchase price of any Account pursuant to Section 6.1 shall be at a price equal to the amount determined according to Section 5.2, less setoffs and adjustments then owing to Seller from Buyer, if any.

Section 6.3. **Duration of Seller's Obligation to Repurchase.** The Seller's obligation to repurchase pursuant to Section 6.1 shall automatically terminate not later than September 01, 2008 (60 days) or earlier, upon the first occurrence of any of the following events with respect to any Account:

(a) The terms of the Account are substantively modified by a written or oral agreement entered into in good faith between Buyer and Obligor;

(b) Buyer obtains full payment on the Account from Obligor or any guarantor or surety therefore, or otherwise accepts partial payment thereof in full satisfaction of the debt evidenced thereby; or

(c) All Obligors liable for payment of the Account as shown by an Evidence of Indebtedness, are released by Buyer in good faith.

(d) Buyer sells, assigns, disposes of, or otherwise transfers, in whole or in part, the Account or any interest therein to any other person, firm or entity.

Section 6.4. **Transfer of Account/Delivery of Account Files.** Within ten (10) days after written notice requesting or confirming a repurchase hereunder, Buyer shall redeliver to Seller the Account and all originals and copies of all related Account Files that were delivered to the Buyer pursuant to this Agreement, together with any addenda, exhibits and schedules thereto. Buyer shall transfer to Seller the Account in the same manner as such Account was transferred and assigned from Seller to Buyer by documentation in the same form as that delivered from Seller to Buyer, together with (a) payment over to Seller of all amounts delivered, credited, paid to or otherwise received by Buyer as payments from the Cut-off Date through the date of repurchase, and (b) all proceeds due or to become due under the Account from and after the repurchase date. After repurchase hereunder, Buyer shall immediately endorse, assign over and deliver to Seller any and all payments received from or on behalf of any Obligor. Upon repurchase of any Account, Buyer agrees to immediately terminate, at its sole cost, any servicing agreement regarding the Account repurchased.

ARTICLE VII - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BUYER

Buyer hereby makes the following representations, warranties and covenants, as of the date of this Agreement and as of the Transfer Date, all of which shall survive the Transfer Date, and the execution and delivery of the Transfer Documents:

Section 7.1. **Identity of Buyer; Independent Evaluation.** Buyer warrants and represents that it is a sophisticated, informed Buyer purchasing the Accounts for its own account, and that it has knowledge, experience and expertise in the buying, valuing, managing, collecting and pursuing of legal remedies to collect and realize upon underperforming and/or non-performing consumer credit card accounts and other bad consumer loans such as the Accounts in the ordinary course of its business. Buyer further warrants, represents and covenants that it has knowledge and experience in financial and business matters that enable it to evaluate the merits and risks of the transactions contemplated by this Agreement. The Buyer acknowledges that Seller does not represent, warrant or insure the accuracy or completeness of any information or its sources of information contained in the information provided or in any of the Account Files. The Buyer agrees and represents that the Accounts, and Account Information made available to it were an adequate and sufficient basis on which to determine whether and at what price to purchase the Accounts. The Buyer has made such independent investigations as it deems to be warranted into the nature, validity, enforceability, collectibility, and value of the Accounts, and all other facts it deems material to its purchase and is entering into this transaction solely on the basis of that investigation and the Buyer's own judgment, and is not acting in reliance on any representation made or information furnished by the Seller, or its employees, agents, representatives or independent contractors (other than the limited representations and warranties of the Seller, and accompanying limited remedies contained herein).

Section 7.2. **No Collusion.** Neither the Buyer nor any of its officers, partners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid, or any bid other than a bona fide bid, or to fix prices.

Section 7.3. **Authorization.** Buyer is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws to which it may be subject and that the undersigned representative is authorized to act on behalf of and bind Buyer to the terms of this Agreement.

Section 7.4. **Binding Obligations.** Assuming due authorization, execution and delivery by each party hereto, this Agreement and all of the obligations of Buyer hereunder are the legal, valid and binding obligations of Buyer,

enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

Section 7.5. **No Breach or Default.** The execution and delivery of this Agreement and the performance of its obligations hereunder by Buyer will not conflict with any provision of any law or regulation to which Buyer is subject or conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party or by which it is bound or any order or decree applicable to Buyer.

Section 7.6 **Peripheral Documents.** Buyer understands that the Peripheral Documents may be missing. The Excluded Documents may include significant and material information, which, if made known to Buyer, could have a material, significant direct or indirect impact upon perceived, apparent or actual (a) value, (b) merits, (c.) risks, and/or (d) hazards inherent with respect to the Accounts. The risk that such Excluded Documents might be pertinent in order to make an informed decision is accepted by Buyer as a risk of entering into this Agreement. It is the express intention and understanding between Seller and Buyer that the Excluded Documents are not included in the Account Files and are not to be sold, transferred, assigned or conveyed by Seller to Buyer.

Section 7.7. **Due Diligence.** Buyer has been urged, invited and directed to conduct such due diligence review and analysis of the Account Information and related information, together with such records as are generally available to the public from local, county, state and federal authorities, record-keeping offices and courts (including, without limitation, any bankruptcy courts in which any obligor(s) , guarantor or surety, if any, may be subject to any pending bankruptcy proceedings), as the Buyer deemed necessary, proper or appropriate in order to make a considered decision with respect to the purchase and acquisition of the Accounts.

Section 7.8. **Accounts Sold As Is.** BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT AND DO NOT REPRESENT, WARRANT OR COVENANT THE NATURE, ACCURACY, COMPLETENESS, ENFORCEABILITY OR VALIDITY OF ANY OF THE ACCOUNTS AND/OR ACCOUNT FILES. ALL DOCUMENTATION, INFORMATION, ANALYSIS AND/OR CORRESPONDENCE, IF ANY, WHICH IS OR MAY BE SOLD, TRANSFERRED, ASSIGNED AND CONVEYED TO BUYER WITH RESPECT TO ANY AND ALL ACCOUNTS IS DONE SO ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.

Section 7.9. **Economic Risk.** The Buyer represents, warrants and covenants that all transactions contemplated by this Agreement do not involve, nor are they intended in any way to constitute, the sale of a "security" or "securities" within the meaning of any applicable securities laws, and none of the representations, warranties or agreements of the Buyer shall create any inference that the transactions involve any "security" or "securities". The Buyer acknowledges, understands and agrees that the acquisition of these Accounts involves a high degree of risk and they are suitable only for persons or entities of substantial financial means who have no need for liquidity and who can hold the Accounts indefinitely or bear the partial or entire loss of the value.

Section 7.10. **Confidentiality Agreement.** Buyer is in full compliance with its obligations under the terms of any Confidentiality Agreement executed by Buyer (or its agent, Reviewer) to review the information made available by Seller or its agents, and the terms thereof are hereby incorporated herein subject to Buyer's ownership rights and interests acquired by Buyer hereunder.

Section 7.11. **Identity.** Buyer is a "United States person" within the meaning of Paragraph 7701 (a) (30) of the Internal Revenue Code of 1986, as amended.

Section 7.12. **No Affiliation With Seller.** Except as may have been previously disclosed to Seller in writing, Buyer is not or has not been affiliated, directly or indirectly, with Seller, or any of its Servicing Agents.

Section 7.13. **Assistance of Third Parties.** Buyer hereby agrees, acknowledges, confirms and understands that Seller shall not have any responsibility or liability to Buyer arising out of or related to any third parties' failure to assist or cooperate with Buyer. In addition, Buyer is not relying upon the continued actions or efforts of Seller or any third party in connection with its decision to purchase the Accounts. The risks attendant to the potential failure or refusal of third parties to assist or cooperate with Buyer and/or Seller in the effective transfer, assignment, and conveyance of the purchased Accounts, and/or assigned rights shall be borne by Buyer.

Section 7.14. **Enforcement/Legal Actions.** Buyer agrees and represents that Buyer shall not institute any enforcement or legal action or proceeding in the name of Seller, 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 Accounts other than to identify Seller as the previous owner. Buyer also warrants and covenants not to take any enforcement action against any Obligor, which would be commercially unreasonable. Buyer shall not misrepresent, mislead, deceive, or otherwise fail to adequately disclose to any particular Obligor or guarantor the identity of Buyer as the owner of the Accounts. Seller shall have the right to seek the entry of an order by a court of competent jurisdiction enjoining any violation hereof.

Section 7.15. **Status of Buyer.** The Buyer represents, warrants and certifies to the Seller that it is (a) a financial institution; (b) an institutional purchaser including a sophisticated, informed purchaser that is in the business of buying or originating or collecting Accounts of the type being purchased or that otherwise deals in such Accounts in the ordinary course of the Buyer's business; or (c.) an entity or individual that is defined as an accredited investor under the federal securities laws.

Section 7.16. **Non-Consumer Transaction; Waiver.** The Buyer represents and warrants to the Seller that this is not a consumer transaction, within the meaning of any applicable federal, state or local statute or common law, and that Buyer has knowledge and experience in financial and business-matters that enables Buyer to evaluate the merits and risks of the transactions contemplated hereby. **Further, the Buyer represents and warrants to the Seller that it is not in a disparate bargaining position relative to the Seller. The Buyer hereby waives, to the maximum extent permitted by law, any and all rights, benefits and remedies under any state deceptive trade practices consumer protection act, with respect to any matters pertaining to this Agreement and the transactions contemplated hereby.**

Section 7.17 **No Brokers' or Finders' Fee.** Buyer has not employed any investment banker, broker or finder in connection with the transaction contemplated hereby who might be entitled to a fee or commission from the Seller upon consummation of the transaction contemplated in this Agreement.

ARTICLE VIII - LIMITED REPRESENTATION AND WARRANTY OF THE SELLER

This sale of Accounts is made without recourse, and without any representation or warranty, express or implied, of Seller, except solely that Seller does hereby represent and warrant that Seller is the owner and holder of the Evidence of Indebtedness for each of the Accounts. Any other provisions of this Agreement to the contrary notwithstanding. **BUYER'S PURCHASE OF THE ACCOUNTS HEREUNDER IS FINAL AND WITH THE SOLE EXCEPTION OF SELLER'S LIMITED WARRANTY OF TITLE TO THE EVIDENCE OF INDEBTEDNESS FOR EACH OF THE ACCOUNTS, BUYER ACCEPTS THE SAME "AS IS-WHERE IS" WITHOUT EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTY BY SELLER OF: (A) THE AMOUNT OF THE PRINCIPAL OR INTEREST BALANCES OF ANY ACCOUNT OR LOT OF ACCOUNTS; (B) THE COLLECTIBILITY OF ANY ACCOUNT; (C.) "FITNESS FOR A PARTICULAR PURPOSE;" (D) "MERCHANTABILITY;" OR (E) ANY OTHER TYPE OR KIND BY SELLER WHETHER ANY SUCH WARRANTY WOULD ARISE BY STATUTE OR AT COMMON LAW.**

Buyer shall have no "put backs" or similar rights or options regarding the Accounts it purchases hereunder except under the express provisions of Article VI of this Agreement. In any event, the Seller's liability hereunder as to any Account shall be limited to the repurchase of any such Account under the limited terms and conditions specified in said Article VI.

ARTICLE IX - BUYER'S, SELLER'S INDEMNIFICATION

Section 9.1 **Buyer's Indemnification of Seller.** From and after the date of this Agreement, Buyer 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, demand, cost, expense, or judgment of any type, kind, character or nature (including reasonable attorneys, fees), which Seller shall incur or suffer as a result of: (a) any act or omission of Buyer or Buyer's agents in connection with the Accounts and its purchase of the Accounts pursuant to the Agreement; or (b) the material inaccuracy or breach of any of Buyer's representations, warranties or covenants herein; or (c.) any claim

by any Obligor or anyone claiming by, through or under any Obligor or other person liable on any Account regarding the assignment, subsequent enforcement, servicing or administration of the Accounts by Buyer from and after the date of this Agreement. This indemnification shall survive the execution and delivery of the Transfer Documents.

Section 9.2 **Seller's Indemnification of Buyer.** From and after the date of this Agreement, Seller shall indemnify and hold harmless Buyer against and from any and all liability for, and from and against any and all losses or damages Buyer may suffer as a result of, any claim, demand, cost, expense, or judgment of any type, kind, character or nature (including reasonable attorneys' fees), which Buyer shall incur or suffer as a result of: (a) any act or omission of Seller or Seller's agents in connection with the Accounts and its purchase of the Accounts pursuant to the Agreement; or (b) the material inaccuracy or breach of any of Seller's representations, warranties or covenants herein; or (c.) any claim by any Obligor or anyone claiming by, through or under any Obligor or other person liable on any Account regarding the assignment, subsequent enforcement, servicing or administration of the Accounts by Seller. This indemnification shall survive the execution and delivery of the Transfer Documents.

ARTICLE X - SELLER OR ITS PREDECESSOR AS WITNESS

If Buyer files legal action to collect on an Account and requests or subpoenas an officer or employee of the Seller to appear at a trial, hearing or deposition to testify about the Account, Buyer will pay the Seller for its time in traveling to, attending and testifying at the trial, hearing or deposition, whether or not the Seller is called as a witness, at the Seller's standard daily rate. Buyer will also reimburse the Seller for the Seller's out-of-pocket travel-related expenses.

ARTICLE XI - USE OF THE ORIGINAL CREDITOR'S NAME AND CONTACT WITH ORIGINAL CREDITOR

Section 11.1 **Use of the Original Creditor's Name.** Buyer and its Successors will not use or refer to the Original Creditor's name for any purpose relating to any Account including, without limitation, the promotion, marketing, or advertising of any Account. However, Buyer may use the Original Creditor's name for purposes of identifying an Account in communications with the Account's cardholder in order to collect amounts outstanding on the Account and in accordance with Article XII below. Buyer may use the original creditor and Seller names as the transferor in any lawsuit filed by buyer.

Section 11.2 **Non Contract with the Original Creditor.** The Buyer agrees not to contact the original creditor regarding any issue pertaining to the purchased accounts without the prior written consent of the Seller.

ARTICLE XII- EFFECT OF ASSIGNMENT TO THIRD PARTIES

Neither party hereto shall have the right to assign its rights or obligations under this Agreement to any third party, including subsequent transferees of any Account. While Buyer shall be free to sell, transfer, or dispose of any of the Accounts from and after the Transfer Date, the Buyer shall have no right, at any time after the Transfer Date, to assign or transfer any its rights under this Agreement to any subsequent transferee of such Account(s) in whole or in part; any such transfer of the Buyer's rights in or to the Accounts shall automatically terminate any warranties, representations, covenants, or continuing obligations of Seller hereunder; notwithstanding any such transfer or assignment of Accounts by Buyer, Buyer shall remain obligated with respect to any of its obligations to Seller remaining hereunder. Seller is aware that Buyer is immediately assigning the Accounts to a third party.

ARTICLE XIII - NOTICE OF OBLIGOR CLAIMS OR LITIGATION

Buyer shall promptly notify Seller of any Claim, threatened Claim, or litigation filed by any Obligor against Seller, which arises from or relates to any of the Accounts purchased hereunder.

ARTICLE XIV - CONFORMITY TO LAW; FILES AND RECORDS;

Section 14.1. **Conformity to Law.** Buyer agrees, at its sole cost and expense, to abide by all applicable state and federal laws, rules and regulations regarding the handling, maintenance and servicing of all Accounts and all documents and records relating to the Accounts purchased hereunder including, but not limited to, the length of time such documents and records are to be retained and making any disclosures to Obligor as may be required by law.

Section 14.2 **Informational Tax Reporting.** Buyer hereby agrees to perform all obligations with respect to federal and/or state tax reporting relating to or arising out of the Accounts 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, for the year 2007 and thereafter.

Section 14.3. **Inspection by Seller.** After the Transfer Date, Buyer agrees that Seller shall have the continuing right to use, inspect, and make extracts from, or copies of, any such documents or records, upon Seller's reasonable notice to Buyer. Buyer further agrees to allow Seller the temporary possession, custody and use of original documents for any lawful purpose and upon reasonable terms and conditions. Before destruction or disposition of any documents or files transferred hereunder, Buyer agrees to give reasonable notice to Seller and to allow Seller, at its own expense, to recover the same from Buyer.

ARTICLE XV - NOTICES

All Notices shall include the Lot No. specified on the cover page of this Agreement. Unless otherwise provided for herein, notices and other communications required or permitted hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given (a) when delivered, if sent by registered or certified mail return receipt requested, (b) when delivered, if delivered personally, (c.) when received but no later than the second business day following mailing, if sent by overnight mail or overnight courier, or (d) when received, if sent by facsimile, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to the Buyer: Buyer- Royal Financial Group LLC.
7606 Forsyth Blvd
Saint Louis, MO. 63105
Attention: Sandford Miller
Facsimile No: 314-726-1406

If to the Seller: Seller- Routhmeir Sterling, Inc.
162 Collins Road N.E. Suite 227
Cedar Rapids, IA 52402
Attention: Todd Cory
Facsimile No.: 319-362-1188

ARTICLE XVI - DISCLAIMER

Buyer, all successors or assignees thereof and all subsequent transferees of the Accounts hereby disclaim and waive any right or cause of action they may now or in the future have against Seller and any and all of their respective officers, directors, employees, attorneys, agents, predecessors in interest, and independent contractors as a result of the purchase of the Accounts; provided, however, that this waiver shall not extend to any liability of Seller arising from Seller's failure to perform its obligations in accordance with the terms of this Agreement, as limited to the remedies set forth in Article VI.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

Section 17.1. **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.

Section 17.2. **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 an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. 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.

Section 17.3. **Headings**. The headings of the Articles and Sections contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

Section 17.4. **Construction**. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such noun or pronoun and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

Section 17.5. **Assignment**. Subject to Article X, 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, representatives, successors, and assigns.

Section 17.6. **Prior Understandings**. This Agreement supersedes any and all prior discussions and agreements between Seller and Buyer with respect to the purchase of the Accounts and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein.

Section 17.7. **Integrated Agreement**. This Agreement and all Addenda, Exhibits and Schedules hereto constitute the final complete expression of the intent and understanding of the Buyer and the Seller. This Agreement shall not be altered or modified except by a subsequent writing, signed by Buyer and Seller.

Section 17.8. **Counterparts; Fax Signatures**. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterpart. Fax signatures, bearing the identification of the sender's fax machine, shall be treated for all purposes as original signatures on this Agreement and any notice or other document provided for herein.

Section 17.9. **Non-Merger/Survival**. Each and every covenant hereinabove made by Buyer or Seller shall survive the delivery of the Transfer Documents and shall not merge into the Transfer Documents, but instead shall be independently enforceable.

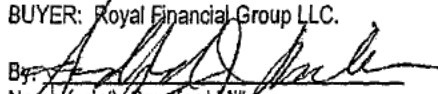
Section 17.10. **Governing Law/Choice of Forum**. This Agreement shall be construed, and the rights and obligations of Seller and Buyer hereunder determined, in accordance with the law of the State of Iowa without giving effect to any choice of law principles. The parties agree that any legal actions between Buyer and Seller regarding the purchase of the Accounts hereunder shall be originated in the United States District Court in and for the State of Iowa, and Buyer hereby consents to the jurisdiction of said court in connection with any action or proceeding initiated concerning this Agreement and agrees that service by mail to the address specified on the cover page of this Agreement shall be sufficient to confer jurisdiction over Buyer in such United States District Court. In the event of litigation under this Agreement, the prevailing party shall be entitled to an award of attorneys, fees and costs.

Section 17.11. **Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity, except to the extent that the terms of this Agreement shall be binding upon the parties with respect to the rights and remedies of the Buyer as to the Contractor, its officers, directors, employees, agents, and attorneys, and all of their respective heirs, executors, administrators, representatives, successors, and assigns, all of which shall be deemed to be intended third-party beneficiaries of this Agreement.

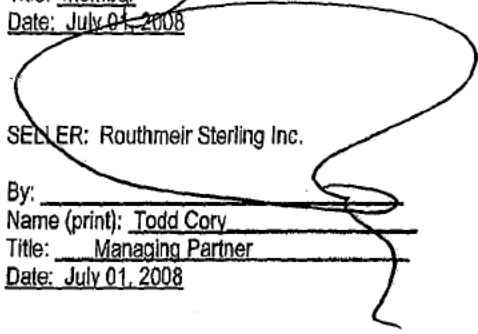
Section 17.12. **Waiver of Jury Trial.** As a specifically bargained inducement for Seller to enter into this agreement, and after having the opportunity to consult counsel, buyer hereby expressly waives the right to trial by jury in any lawsuit or proceeding relating to this agreement or arising in any way from the transaction contemplated herein.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement effective as of the year and day above written.

BUYER: Royal Financial Group LLC.

By: 
Name (print): Sanford Miller
Title: Member
Date: July 01, 2008

SELLER: Routhmeir Sterling Inc.

By: 
Name (print): Todd Cory
Title: Managing Partner
Date: July 01, 2008

LEE
LEGRAND
LEMON
LENNOX
LEONARD
LIDDELL JR
LINDA
LITTLE
LITTLEJOHN
LITTLEJOHN
LIVINGSTON
LOSCH
LOVETT
LOWDER
LOWE
LUTER
LYAS
LYONS
LYONS
MABE
MAGDALENO
MAKAYAN

MARSHALL
MARTIN
MARTIN
MARTIN ERB
MASON
MASSEY
MASSEY
MASTERS
MATCHELL
MATTHEWS
MAXSON
MCCANN
MCCOY
MCDONALD
MCDONALD
MCDOWELL
MCELROY
MCFARLAND
MCGARRAH
MCGAUGHEY
MCGILVRAY
MCINTOSH
MCKEE
MCKEE
MCMAINS
MELTON
MERLI
MEYER
MICKELSON
MIDDLETON
MIJANGOS
MILLER

EXHIBIT "B"

BILL OF SALE AND ASSIGNMENT OF ACCOUNTS

Routhmeir Sterling Inc. (Assignor") hereby absolutely sells, transfers, assigns, sets-over and conveys to Royal Financial Group LLC ...("Assignee") without recourse and without representations or warranties, express or implied, of any type, kind or nature, except solely that Seller does hereby represent and warrant that Seller is the owner and holder of the Evidence of Indebtedness for each of the Accounts:

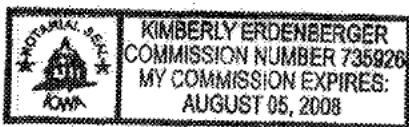
(a) all of Assignor's right, title and interest in and to each of the Accounts identified in the Account Schedule attached hereto as **Exhibit "A"** (the "Accounts") , together with all promissory notes or other evidence of indebtedness, if any, and together with all instruments and documents constituting the Account Files pertaining to such Accounts, if any; and

(b) all principal, interest or other proceeds of any kind with respect to the Accounts (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Accounts into cash or other liquidated property, but excluding any payments or other consideration received by or on behalf of Assignor prior to July 01, 2008 aspect to the Accounts.

This Bill of Sale is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Account Purchase made and entered into by and between the Assignor as Seller, and the Assignee as Buyer dated July 01, 2008, The Accounts are defined and described : and are being conveyed hereby subject to the terms, conditions and provisions set forth, Assignor represents that this Bill of Sale has been duly authorized and that the person signing for same has full power and authority in the premises.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA WITHOUT REGARD TO THE CONFLICTS OF LAWS RULES THEREOF.

DATED:



Seller: Routhmeir Sterling Inc.

By: _____
Name: Toad Cory
Title: Managing Partner

STATE OF Iowa

SS.

COUNTY OF Linn

The foregoing instrument was acknowledged before me this 01 day of July, 2008

Kimberly Erdenberger
Signature of Notary Public -- State of Iowa