

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

This Flow Agreement for the Purchase and Sale of Charged-Off Accounts ("Agreement") is made this 15th day of April, 2011 by and between **Wells Fargo Bank, N.A.** ("Wells Fargo"), having offices at 101 North Phillips, Sioux Falls, SD 57104 and **Security Credit Services, LLC** ("Buyer"), having offices at 2653 W. Oxford Loop, Suite 108, Oxford, MS 38655.

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 application, agreement, billing statement, notice, correspondence, microfiche, or consumer information in Wells Fargo's possession which relates to an Account or an affidavit related thereto in the form of Exhibit 6 or Exhibit 7 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) "Bill of Sale" means Exhibit 1 attached hereto and the attachment thereto denominated as Exhibit A.
- (e) "Borrower(s)" means the obligors on the Accounts.
- (f) "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.
- (g) "Closing Date" means on or about the final Business Day of each calendar month.
- (h) "Computer File" means that certain computer file or files, to be provided by Wells Fargo to Buyer on each Cutoff Date, setting forth all relevant

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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.

- (i) "Cutoff Date" means the date five (5) Business Days before each Closing Date, on which date the Unpaid Balances shall be determined for purposes of calculating the Purchase Price.
- (j) "Purchase Price" means the amount specified in subsection 2.3 below.
- (k) "Unpaid Balance" means, with respect to the Accounts identified on the applicable Account Schedule, the unpaid 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.

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. Wells Fargo and Buyer agree that Buyer shall purchase Accounts monthly, for six (6) consecutive months beginning April 2011, with the final purchase being made on or before September 30, 2011, unless otherwise agreed by the parties. During the term of this Agreement, Buyer shall be obligated to purchase, and seller shall be obligated to sell, approximately ten million (\$10,000,000.00) dollars worth of Accounts per month. 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, by wire-transferred funds transferred pursuant to the wiring instructions attached hereto as Exhibit 5, a sum representing 100% of the total Purchase Price for the Accounts being transferred on such Closing Date. The Purchase Price for such Accounts shall be at an amount equal to 6.75% of the Unpaid Balance on such Accounts. If Wells Fargo does not receive such Purchase Price by 5:00 P.M. (Central time) on the

applicable Closing Date, Buyer's deposit (if applicable) is subject to forfeit at Wells Fargo's sole discretion. If Wells Fargo receives such Purchase Price by 5:00 P.M. (Central time) on the applicable Closing Date, Wells Fargo will transfer the Accounts to Buyer in accordance with subsection 2.4 below.

2.4 Bill of Sale. On each Closing Date, subject to satisfaction or waiver of conditions in this Agreement, Wells Fargo will execute and deliver a Bill of Sale in order to convey and transfer to Buyer all of Wells Fargo's right, title and interest in and to the Accounts. Wells Fargo will also deliver to Buyer a listing of the Accounts 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) To the best of Wells Fargo's knowledge, the Accounts have been subject to, and comply with practices described in the seller survey provided to Buyer by Wells Fargo.
- (c) In identifying the Accounts among other accounts receivable owing to Wells Fargo, Wells Fargo has utilized a random selection process that does not result in an adverse selection of Accounts.
- (d) Buyer acknowledges that the Computer File does not include a data field indicating whether a particular telephone number is a cellular telephone number, and Buyer agrees that it will make its own determination whether a particular number is a cellular number and obtain any necessary consents prior to contacting the Borrower using such number.
- (e) Wells Fargo has utilized internal collection efforts only on the Accounts. Accounts have not been outsourced to an external third party collection agency.

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 up to two (2) years 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 Mississippi.
- (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, collectability, 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. At Buyer's reasonable request and at a non-refundable fee in accordance with Exhibit 3, and if available, Wells Fargo will furnish Buyer, within sixty (60) days of Buyer's request, with an Account Document that Buyer specifically requests. The number of Account Documents that Wells Fargo provides to Buyer pursuant to this subsection 6.2(a) in each full calendar month following the applicable Closing Date shall not exceed fifteen percent (15%) of the total number of Accounts. In the event that Wells Fargo supplies Buyer with a requested Account Document, Buyer will pay Wells Fargo the non-refundable fee set forth on Exhibit 3. Buyer's request for an Account Document must be made with specificity to enable Wells Fargo to locate the Account Document and applies to credit card Accounts exclusively. Buyer will use its best efforts to provide documentation requests on a regular basis. Buyer will reimburse Wells Fargo for mailing expenses of requests of more than fifty (50) account files within one request. Should Buyer require an affidavit for litigation purposes, Buyer shall provide Wells Fargo with the completed affidavit form for Wells Fargo's signature. Except for the specific affidavit attached for the State of New York (Exhibit 7), including any specific county requirements, unless otherwise agreed to by Wells Fargo, the aforementioned affidavit(s) shall utilize the form attached hereto as Exhibit 6.

Wells Fargo shall not request a fee for the aforementioned affidavit(s), but Wells Fargo shall only be required to provide the aforementioned affidavit(s) upon reasonable notice to Wells Fargo. Wells Fargo shall return said Affidavits to Buyer within thirty (30) days of receipt of such requests. Monthly Affidavit requests shall not exceed ten percent (10%) of the total number of Accounts under this Agreement or any monthly purchase made pursuant to this Agreement.

- (b) Oral Information. Wells Fargo will not be obligated to furnish Buyer with any oral information. If Buyer requests information and Wells Fargo has information that Wells Fargo elects to provide, Buyer will pay Wells Fargo at the hourly rate of \$25.00

for Wells Fargo's time and effort in collecting and communicating to Buyer the information requested.

6.3 Debt Collection of Accounts. If Buyer collects or attempts to collect on an Account, Buyer will at all times:

- (a) Comply with all state and federal laws applicable to debt collection including, without limitation, the Consumer Credit Protection Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act;
- (b) As to any Account for which the statute of limitations has run, not falsely represent that a lawsuit will be filed if the Borrower does not pay;
- (c) Understand that Wells Fargo will report the Accounts to the appropriate credit reporting agencies as either transferred, transferred to another lender, charge-off transferred, sold, charge-off sold or any other negative rating. 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. If Buyer files legal action to collect on an Account and requests or subpoenas a Wells Fargo officer, employee or agent to appear at a trial, hearing or deposition to testify about the Account, Buyer will pay Wells Fargo for Wells Fargo's time in traveling to, attending and testifying at a trial, hearing or deposition, whether or not Wells Fargo is called as a witness, at Wells Fargo's then-current standard daily rate, as set forth on Exhibit 3. Buyer will also reimburse Wells Fargo for Wells Fargo's out-of-pocket travel-related expenses.

6.5 Collection by Wells Fargo. Any payments received by Wells Fargo on or after each Cutoff Date with respect to an Account (except for any Account which has been repurchased or returned to Wells Fargo under the terms of this Agreement) shall be forwarded to Buyer.

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, the sum of \$1,000 for each willful breach (each breach being the single use of any of the above names, communicated to a third party in the promotion, marketing, advertising, sale or transfer of any Account), or \$1,000 for any other breach as liquidated damages, together with the fees and expenses that Wells Fargo may incur in recovering those liquidated damages and in preventing Buyer's further breach of this provision.

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

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

Account. (For example: Purchase Price of \$50.00 for an Account with an unpaid balance of \$2,500, unpaid balance of repurchased Account is \$700.00, the repurchase amount due to Buyer would be \$14.00, or 2% of the remaining unpaid balance of the Account).

8.3 Obligation to Repurchase. Upon written notice from Buyer received no later than six (6) months from the applicable Closing Date, Wells Fargo will repurchase for any of the following reasons:

- (a) death or bankruptcy of all Borrowers on the Account prior to the applicable Closing Date;
- (b) judgment on the Account in favor of Wells Fargo against a Borrower if the judgment was entered before the applicable Closing Date;
- (c) the Account was created as a result of fraud, forgery or Wells Fargo's mistake, such that all the purported Borrowers have no liability for such Account;
- (d) Borrower proves a claim or defense, other than items (a)-(c) above, to payment on the Account based upon any act or omission of Wells Fargo;
- (e) the Account has been settled or satisfied, or all of the Borrowers have been released from liability on the Account as of the applicable Closing Date (including but not limited to the issuance of a Form 1099C);
- (f) the statute of limitations with respect to filing a suit on the Account has expired as of the applicable Closing Date;
- (g) the Account is a duplicate record of any other Account set forth on the applicable Account Schedule; or
- (h) the Account is subject to a claim under the Serviceman's Civil Relief Act, as amended, as of the applicable Closing Date.

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 not less than \$2 million, which also covers Buyer's obligation to indemnify Wells Fargo under this Agreement. This requirement shall be satisfied if such insurance is maintained by a servicer or by a party to whom 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 July 9, 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
Recovery Department, MAC #
N8235-03D
7000 Vista Drive
West Des Moines, IA 50266
Attention: Ms. Janet Ivers

(515) 222-8050
(515) 222-8889 (fax)

To Buyer:

Security Credit Services, LLC
2653 W. Oxford Loop
Suite 108
Oxford, MS 38644
Attn: Kaye Dreifuerst

(662) 281-7301
(662) 236-6508 (fax)

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

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Association and will be subject to its commercial rule of arbitration. The arbitration will be conducted in or near Des Moines, Iowa.

- (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. Three (3) months after the effective date of this Agreement, either party may terminate this Agreement without cause upon sixty (60) calendar days prior written notice to the other party.



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

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

SECURITY CREDIT SERVICES, LLC
("BUYER")

By: _____

By: K. Q. _____

Title: _____

Title: EVP _____

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

Exhibit 1

BILL OF SALE

Wells Fargo Bank, N.A. ("Seller"), for valuable consideration, the receipt an sufficiency of which is hereby acknowledged, hereby sells, assigns and transfers to Security Credit Services, LLC ("Buyer"), all personal property comprising the charged-off Accounts as defined in the Agreement for Purchase and Sale of Charged-Off Accounts dated April 15, 2011, by and between Seller and Buyer, and 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: [Signature]

Date: June 24, 2011

State of Oregon

) ss.
County of Washington

On this 24th day of June, 2011, before me the undersigned, a Notary Public in and for the State of Oregon, personally appeared Tom LaCentra, 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.

Judith E. Armstrong
Notary Public in and for the State of Oregon



Exhibit 2

ASSUMPTION

For value received, the receipt and sufficiency of which is hereby acknowledged, Security Credit Services, LLC ("Buyer") hereby assumes all liabilities and obligations of Wells Fargo Bank, N.A. ("Wells Fargo"), regarding the Accounts as defined in the Flow Agreement for Purchase and Sale of Charged-Off Accounts dated April 15, 2011 between Wells Fargo and Buyer subject to the terms, conditions and exceptions set forth in such Agreement, except that Buyer will not assume Wells Fargo's liabilities with respect to disputes arising solely from the acts of Wells Fargo prior to the applicable Closing Date, including, without limitation, Wells Fargo's origination, servicing and collection of the Accounts or any obligation to provide further advancement of funds.

Executed this 15th day of April, 2011

Security Credit Services, LLC

By: [Signature]

Its: EUP

State of MS)
County of Lafayette) ss.

On this 15th day of April, 2011, before me the undersigned, a Notary Public in and for the State of Mississippi, personally appeared Rene McPherson, 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.

Kimberly Cook
Notary Public in and for the
State of MS

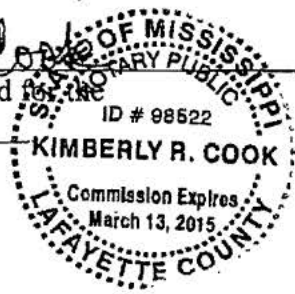


Exhibit 3

FEE SCHEDULE

DOCUMENT REQUESTS

Requests for copies of Account Documents up to 20% of the total number of Accounts sold - no fee.

Requests for copies of Account Documents greater than 20% of the total number of Accounts sold - \$5 per request or Account, whichever is greater.

WITNESS FEE

\$150.00 per day.

Exhibit 4

ACCOUNT SCHEDULE

ACCOUNTS

\$ UNPAID BALANCE

% PRICE

\$ PURCHASE PRICE

(See Computer File)

EXHIBIT 5

WIRE INSTRUCTIONS

Bank Name: Wells Fargo Bank, N.A.
ABA Number: 121000248
Account Number: 0007066248
Description: Card Services Charge Off Sale