

**CAVALRY SPVI, LLC
PURCHASE AND SALE AGREEMENT**

August 2012 Oil and Retail Private Label Accounts

This Purchase and Sale Agreement (the "Agreement") is made August 22, 2012, between Citibank, N.A. (the "Bank"), a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 and Cavalry SPVI, LLC ("Buyer"), organized under the laws of the State of New York, with its headquarters/principal place of business at 500 Summit Lake Drive, Suite 400, Valhalla, NY 10595.

WHEREAS, the Bank desires to sell and Buyer desires to purchase certain of the Bank's credit card accounts on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises herein, Buyer and Bank agree as follows:

1. DEFINITIONS

1.1 "Account Document" means, with respect to any Account, any application, billing statement, notice, correspondence or other information in the Bank's possession that relates to an Account. An Account Document may include, without limitation, original documents or copies thereof, whether by photocopy, microfiche, microfilm or other reproduction process. Excluded from the definition of Account Document are terms and conditions, correspondence, reports, information, internal analyses, sensitive attorney-client privileged documents, internal memoranda, credit information, regulatory reports, and/or internal assessments of valuation of such Account, or any other documents relating to an Account that may be, but are not necessarily, missing or excluded (whether intentionally or unintentionally).

1.2 "Accounts" means the Bank's accounts and receivables summarized on the Asset Schedule and the final electronic file describing each (attached hereto as Exhibit 1), the balances of which the Bank has written off for accounting purposes, subject to adjustment as of the Cut-Off Date (as defined below) in accordance with Section 2.2.

1.3 "Asset Schedule" means the schedule summarizing the Accounts identified in the applicable data file delivered by the Bank to the Buyer pursuant to Section 2.4. A form of the Asset Schedule is attached hereto as Exhibit 1.

1.4 "Cardholder" means the person in whose name an Account was established.

1.5 "Closing Date" means August 28, 2012, or such other date mutually agreed to by Buyer and the Bank.

1.6 "Cut-Off Date" means the cut-off date specified for the individual lots as referenced in the Asset Schedule (Exhibit1).

1.7 "Purchase Price" means an amount equal to the product of the Purchase Price Percentage multiplied by the sum of the account balances of the Accounts, subject to Pre-Closing Adjustment pursuant to Section 2.2 (refer to Exhibit 1 for individual lot balances).

1.8 "Purchase Price Percentage" means Sale Rate as referred to in the attached Exhibit 1.

2. PURCHASE AND SALE OF ACCOUNTS

2.1 Purchase and Sale. On the basis of, and subject to, the representations, warranties and covenants in this Agreement, the Bank agrees to sell, assign and transfer to Buyer, and Buyer agrees to purchase from the Bank on the Closing Date all right, title and interest of Bank in and to the Accounts. Buyer has made an independent investigation as it deems necessary as to the nature, validity, collectibility, enforceability 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. Buyer has made an independent determination that the Purchase Price represents the Accounts' fair and reasonable value. The sale and assignment are without recourse to the Bank, except as expressly stated in Articles 3 and 10, and without warranty of any kind (including, without limitation, warranties pertaining to collectibility, accuracy or sufficiency of information), except as stated in Article 3 below. Buyer acknowledges and understands that Bank has not provided the date of first delinquency of the Accounts for FCRA reporting purposes, and that it is Buyer's responsibility to obtain that information from credit reporting agencies or other sources. Buyer also understands that the Account balances purchased include finance charges assessed up to the date the Account was charged off by Bank. Buyer is not acting in reliance on any representation by the Bank, except as set forth in Article 3 below.

2.2 Pre-Closing Adjustment. The Purchase Price amount stated in Section 1.7 shall be adjusted to reflect any changes in the status of the Accounts as of the Cut-Off Date, as follows:

(a) a change in the balance of any Account from the balance shown on the due diligence tape provided to Buyer; and

(b) retention by the Bank of any Account that on the Cut-Off Date; (i) to the Bank's knowledge, fails to meet the representations set forth in Section 3; or (ii) the Bank determines that there is a pending or threatened suit, arbitration, bankruptcy proceeding or other legal proceeding or investigation relating to an Account or a Cardholder, and naming the Bank or otherwise involving the Bank's interest therein in a manner unacceptable to the Bank, or the Bank otherwise determines (in its sole discretion) that such matter cannot be resolved and/or that the Bank's interest therein cannot be adequately protected without the Bank owning such Account.

The Purchase Price will be adjusted by the Adjustment Amount associated with any balance or Account described above. The Bank will notify the Buyer of the adjusted Purchase Price prior to the Closing Date.

2.3 Payment. Buyer shall pay the balance of the Purchase Price on or before 12:00 p.m. (noon) Central Time on the Closing Date. The Bank will transfer the Accounts to Buyer in accordance with Section 2.4 below.

2.4 Transfer. On the Closing Date, subject to satisfaction or waiver of the conditions precedent set forth in Article 5 of this Agreement, the Bank will execute and deliver to the Buyer a Bill of Sale and Assignment substantially in the form of Exhibit 2, and other mutually agreed upon closing documents substantially in the form of Exhibit 4, along with any required certificates of conformity. The Bank will provide to Buyer, at least one day prior to the Closing Date or at such other time as is mutually agreed to by the Buyer and Bank, a data file listing the Accounts as of the Cut-Off Date that are to be purchased by the Buyer. On the Closing Date, Bank will transfer all Bank's right, title and interest in and to the Accounts and Buyer will assume, with respect to each Account, all of Bank's rights, responsibilities, and obligations that arise as a result of Buyer's purchase of the Accounts. If the Bank receives any payments of principal and/or interest by or on behalf of any Cardholder with respect to an Account between the Cut-Off Date and the Closing Date, Bank shall hold such amounts in trust for Buyer and pay over such amounts to Buyer (without interest thereon) within sixty (60) days after the Closing Date. If payments are received by the Bank from a Cardholder on or after Closing Date, the Bank shall forward such payments (without interest thereon) to Buyer within sixty (60) days from date of receipt. Bank shall charge Buyer a fee of \$5.00 per forwarded payment to process any Account payment received by Bank more than one (1) year after the Closing Date. Bank may, at its discretion, deduct such processing fee when remitting the payments to Buyer.

2.5 Bill of Sale and Assignment. The Bill of Sale and Assignment shall be sent on the date of Bank's receipt of the Purchase Price for delivery to Buyer by express courier, next day delivery, or email. In the event Bank does not receive the Purchase Price as provided herein, Buyer shall within one business day of receipt of demand return any computer printout or data file listing of the Accounts, remove any records of the Accounts from its system, and return the original or any copy of the Bill of Sale and Assignment to Bank. In such event the transaction may be terminated as stated in the notice subject to any rights or remedies a party may have for non-performance by the other party.

2.6 Sales, Use or Transfer Taxes. If any sales, use or transfer tax is assessed or otherwise payable as a result of the transactions contemplated hereby, Buyer shall assume the obligation to pay such tax. Neither Buyer nor Bank is aware of any such taxes that will become due as a result of this transaction.

3. REPRESENTATIONS AND WARRANTIES OF THE BANK

The Bank makes the following representations and warranties:

3.1 Due Organization: Authorization. The Bank is duly organized, existing and in good standing as a national banking association, and the Bank's execution, delivery, and performance of this Agreement are within the Bank's corporate powers and have been duly authorized by all necessary corporate action.

3.2 Servicing. After the Cut-Off Date, the Bank shall not compromise, settle (for less than full value) or otherwise release a Cardholder on any Account without Buyer's consent. After the Cut-Off Date, the Bank will undertake only those servicing activities necessary to preserve and maintain the integrity and enforceability of the Accounts.

3.3.1 Representations Concerning Accounts. With respect to each Account, the Bank represents that to the best of its knowledge as of the Cut-Off Date:

- (a) the debt represented by such Account has not been satisfied and/or the stated balance on such Account has not been paid;
- (b) each Account is a legal, valid and binding obligation of the Cardholder;
- (c) no final judgment has been entered by a court of competent jurisdiction with respect to the debt represented by the Account;
- (d) the Cardholder has not been released from liability on the Account;
- (e) the Account is not involved in an open bankruptcy case and has not been discharged in bankruptcy;
- (f) the Cardholder is not deceased;
- (g) there is no dispute, claim, action, suit or proceeding pending or threatened with respect to any Account;
- (h) the current balance on the Account is \$100 or more;
- (i) information provided by Bank on the due diligence file is substantially similar to the final electronic file provided to Buyer in connection with the closing and specified on Exhibit 1;
- (j) information provided by Bank on the final electronic file provided to Buyer in connection with the closing and specified on Exhibit 1 is materially true and correct; and
- (k) no Account has received or been issued a 1099 C.

3.3.2 Additional Representations and Warranties of Seller. Seller represents that to the best of its knowledge as of the Closing Date:

- (a) the Bank has good and marketable title to the Account, is the sole owner thereof and has full right to transfer and sell the Account and each Account is free and clear of any encumbrance, equity, lien, pledge, charge, claim, security interest, obligation to third party collection agencies or attorneys previously retained by the Bank;
- (b) each Account is closed and there is no requirement for future advances of credit or other performance by Bank;
- (c) each Account has been originated, maintained and serviced in full compliance with applicable state and federal laws including where applicable, without limitation, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and the Fair Credit Billing Act.

The Bank makes no other representations or warranties, express or implied, with respect to any of the Accounts other than as specifically set forth in this Section 3.3.

3.4 Remedies for Breach of Representations Concerning Accounts.

(a) Time Period. Buyer's sole remedy against Bank, other than indemnification per Article 10.2, for a breach of any of the representations listed in Article 3 shall be to notify the Bank of the breach ("Notice of Claim") no later than 180 days from the applicable Closing Date. Bank shall then have, at its option, the obligation to either (A) cure such breach referred to in the Notice of Claim, in all material respects or (B) repurchase the affected Accounts by paying Buyer the Purchase Price Percentage multiplied by the unpaid balance of the Account, adjusted for any payments received after the Closing Date ("Repurchase Price"). A Notice of Claim under this Section 3.4 must be delivered by the Buyer to the Bank in writing or in electronic format and accompanied by the documentation required under Section 3.4(b). The Buyer's failure to provide a Notice of Claim with respect to any claimed breach of Bank as provided in this Section 3.4 shall terminate and waive any rights Buyer may have to any remedy for breach of this Agreement with respect to such Account, provided, however, that this limitation of remedies shall not limit Bank's indemnification obligations to Buyer under Section 10.2. Bank may not use the "best of knowledge" qualification contained in Article 3 as a defense to a claim made by Buyer under this Section 3.4. Notwithstanding the foregoing, a claim of a breach of representation under Sections 3.3.2 (a) and (c) and shall not be subject to the 180 day limitation.

(b) Form of Notice Required. Buyer shall notify Bank in writing of each Account of which Buyer seeks to have Bank repurchase. All notices shall contain the Cardholder's name and Bank's account number and will be accompanied with the following information as applicable: Buyer name, buyer account number, status reason code, Cardholder's name, purchase balance, amount paid, chapter filed, debtor social security number, case number, putback reason, conversion to Chapter 7 date, dismiss date, discharge date, closed date, deceased date, date Chapter 13 confirmed, sale date, product, purchase rate, status detail, portfolio ID and the following applicable documentary evidence:

Bankruptcies:	Credit Bureau with non-dismissed bankruptcies, or Attorney name, case number, and date of filing, or Copy of actual court papers, or approved third party service (Banko, Inc.; Experian; Trans Union; or Equifax)
Deceased:	Copy of death certificate, or Credit bureau indicating date of death, or Executor or attorney letter with date of death, or approved third party service (Banko, Inc.; Experian; Trans Union; or Equifax)
Settled or Paid in Full:	Copy of Bank or bank agent letter verifying action; or Copy of the canceled, final check (front and back)
Fraud:	Letter from or to Citibank or Citibank agent; or Complaint in writing explaining event

Bank shall make a determination within forty five (45) business days after receipt of Buyer's Request, unless Bank's delay in responding is caused by or related to Buyer's failure to provide Bank with necessary information and documentation required under this Section 3.4. If the Bank determines that Buyer has submitted an Account for repurchase without the necessary information and documentation, the Bank shall notify the Buyer of such defect and the Buyer shall have seven calendar days to resubmit the Account with the appropriate information and documentation.

(c) Repurchase Terms. If the Bank is required to repurchase the Accounts, the Bank shall not be obligated to make payment on an Account-by-Account basis, but may elect to provide such adjustment in a single payment within 30 days of notification, at Bank's option. If Bank repurchases any Account under this Agreement, all right, title and interest in the repurchased Account shall automatically re-vest to Bank and Bank shall be entitled to receive all payments made to the Account after the date that Bank notifies Buyer of repurchase.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties:

4.1 Due Organization; Authorization. Buyer is duly organized, existing and in good standing as a limited liability company under the laws of the State of New York. Buyer has full authority to execute, deliver and perform this Agreement according to its terms. The execution and delivery of this Agreement by Buyer and the performance of its obligations hereunder will not (i) conflict with or violate (A) the organizational documents of Buyer, or (B) any provision of any law or regulation to which Buyer is subject, or (ii) conflict with or result in a breach of or constitute a default (or any event which, with notice or lapse of time, or both, would 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 or

result in the creation or imposition of any lien on any of its assets or property. Buyer has obtained all consents, approvals, authorizations or orders of any court or governmental agency or body, if any, required for the execution, delivery and performance by Buyer of this Agreement.

4.2 No Conflict. Buyer's review of Account and Cardholder information will not represent a conflict of interest on the part of Buyer or Buyer's officers or employees, and that neither Buyer nor any of Buyer's affiliated companies is presently a party to any litigation, or involved in any litigation, with the Bank.

4.3 Investigation of Accounts. Buyer is a sophisticated investor and its bid and decision to purchase the Accounts are based upon its own independent expert evaluations of the nature, validity, collectibility, enforceability and value of the Accounts. The Buyer has had sufficient opportunity to complete the independent investigation and examination into the Accounts that Buyer deems necessary. Buyer enters into this Agreement solely on the basis of that investigation and Buyer's own judgment. Buyer has made an independent determination that the Purchase Price represents the Accounts' fair and reasonable value. Buyer is not acting in reliance on any representation by the Bank, except those listed in Section 3.

4.4 Accounts Sold "As Is". Buyer acknowledges and agrees that except for warranties and representations set forth in Section 3.3 of this Agreement, Bank has not and does not represent, warrant or covenant the nature, accuracy, completeness, or enforceability of any of the Accounts and supporting documentation provided by Bank to Buyer, and, subject to the terms of this Agreement, 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 sold, transferred, assigned and conveyed to Buyer on an "AS IS, WHERE IS" basis, WITH ALL FAULTS.

4.5 No Finders. Buyer has not utilized any investment banker or finder in connection with the transaction contemplated hereby who might be entitled to a fee or commission upon consummation of the transactions contemplated in this Agreement.

4.6 Buyer Profile Information. Buyer acknowledges and agrees that the information provided in the buyer profile information is true and accurate.

5. CONDITIONS PRECEDENT TO PURCHASE AND SALE OF ACCOUNTS

5.1 Representations and Warranties. The representations and warranties of the Bank and Buyer in this Agreement will be true and correct as of the Closing Date.

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

5.3 No Violation of Law. Consummation by Buyer and the Bank of the transactions 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 or the Bank.

5.4 Approvals and Notices. All required approvals, consents and other actions by, and notices to and filings with, any governmental authority or any other person or entity will have been obtained or made. If Buyer is a corporation, and Bank requests the same, Buyer will have delivered to the Bank a certificate from Buyer's corporate secretary (or other documentation satisfactory to the Bank and its counsel) certifying that Buyer's board of directors has resolved or consented to Buyer entering into this Agreement and consummating the transactions contemplated hereby.

6. RIGHTS AND OBLIGATIONS OF THE BANK AND BUYER AFTER THE CLOSING DATE

6.1 Notice to Cardholders. After the Closing Date, the Bank may, but will not be obligated to, give any Cardholder written or oral notice of the transfer of the Cardholder's Account to Buyer at the Cardholder's last known address. At Buyer's reasonable request, the Bank will provide a form letter on an individual basis, at a cost of \$10.00 per request, that Buyer may send to a Cardholder to confirm that the Bank sold the Cardholder's Account to Buyer. The Buyer shall not discredit or impugn the reputation of the Bank in any correspondence sent to the Cardholder in connection with the Accounts purchased by the Buyer.

6.2 (a) Account Document Retrieval. For the purpose of this paragraph, each item provided by Bank shall be considered a separate Account Document. This subsection shall not apply to affidavits, terms and conditions, and other special requests ("Other Documents"), which are outlined in section 6.2 (c). If Bank receives Buyer's requests within 180 days of the Closing Date(s), Bank will furnish at no charge to Buyer a maximum number of three Account Documents per Account up to 10% of the total Accounts purchased for each Sale Id referenced on Exhibit 1. The Buyer will be charged \$10.00 for each Account Document furnished on Accounts in excess of the 10% threshold, or greater than three Account Documents up to 10% threshold, or requested more than 180 days after the Closing Date, but prior to three years after the Closing Date. For illustration purposes, if Buyer purchases 100 Accounts, Bank will furnish, at no charge, and at Buyer's request, three Account Documents, for ten accounts to Buyer within the first 180 days. If Buyer requests all statements on a particular Account within the first 180 days and the requested Account is within the 10% threshold, and all requested statements for the Account consist of 12 months, Bank shall charge Buyer \$10.00 for each of the Account Documents in excess of three Account Documents. Except in instances of litigation unrelated to collection activity or Accounts that are within the statute of limitation when filed, the Bank will have no obligation to provide Buyer with Account Documents after three years after the Closing Date. Buyer shall not use any court process or legal proceeding to obtain any Account Document or other information about the Accounts unless required to defend Buyer or its affiliates in an action instituted by a third party. The Bank will use reasonable diligence to provide the Account Document. The failure of the Bank to provide any Account Document requested by Buyer will not be a breach of this Agreement. The Bank has established an Account Document retrieval system through the Bank's authorized vendor, Convoke Systems

("Convoke Systems"). Buyer shall submit its request for Account Documents through Convoke Systems via its website (<http://www.convokesystems.com>). In addition, Buyer shall require its Downstream Buyers to submit requests for Account Documents through the Convoke Systems website, which requires evidence of the sale. To the extent available, Account Documents will be furnished to the Buyer (or Downstream Buyers) within sixty (60) days of the date of the request. Requests shall contain sufficient information about the relevant accounts to allow Bank representatives to locate the Account information to complete the request and be provided in a standard form if provided by Bank.

(b) Ownership; Use. Account Documents provided to Buyer through Convoke Systems shall remain the exclusive property of Bank and no transfer of ownership in and to the Account Documents shall occur by way of this Agreement. Buyer shall be granted a limited right to use the Account Documents solely for the purpose of lawful recovery on an Account, and for the purpose of defending any claim, suit, action or other third party proceeding instituted against Buyer or its affiliates. Buyer shall at all other times treat as confidential, and shall not at any time disclose, copy, duplicate, record or otherwise reproduce, in whole or in part, or otherwise make available to any unauthorized person or source (including any Downstream Buyer, as that term is defined in Section 9.1), the Account Documents or any related information. Upon transfer or assignment of any Account by Buyer, Buyer shall destroy, and shall cause others under its control to destroy, all acquired Account Documents within its possession, custody or control, whether in electronic form or otherwise, other than any copy which may be included in an archive or computer backup. Buyer shall not provide, and shall prohibit any third-party within its control from providing, any Account Document (whether or not for monetary consideration), whether in electronic form or otherwise, to any Downstream Buyer. All Account Documents will be made available to the Downstream Buyer after (1) all purchase and transfer contracts are completed, (2) the Downstream Buyer has registered with Bank's authorized vendor, Convoke Systems via its website (<http://www.convokesystems.com>), and (3) Buyer has identified, on Convoke Systems website, those accounts sold to the Downstream Buyer.

(c) Other Documents. Buyer may, in addition to its request for Account Documents, request Other Documents, such as an affidavit, similar to the form shown in Exhibit 3, or terms and conditions. The Bank shall have no obligation to provide a total number of affidavits in excess of five percent (5%) of the total Accounts purchased for each Sale Id referenced on Exhibit 1. The Buyer shall be limited to one request for affidavits per week with a maximum of 100 Accounts per request. Bank shall have sixty (60) days to provide the Other Documents requested, except for affidavits for which there will be thirty (30) days to complete the request. Requests shall contain sufficient information about the relevant Accounts to allow Bank representatives to locate the Account information to complete the affidavits and be provided in a standard form if provided by Bank. The Buyer shall pay Bank \$10.00 per each Other Documents requested and provided. Payment shall be due at the time Other Documents is provided. Failure of the Bank to provide any Other Documents requested by Buyer will not be a breach of this Agreement. In addition, Bank will use its best efforts to provide Buyer, upon request, certain affidavits required by local, state and federal law to evidence the sale of the Accounts by Bank to Buyer. Bank and Buyer shall mutually agree to a delivery deadline for any affidavits requested and agreed to by Bank; provided, however, that Bank's good faith refusal to provide Buyer with any requested affidavit shall not be a breach of this Agreement.

(d) Rush Requests. Bank's production of Account Documents and or Other Documents in an accelerated timeframe at the Buyer's request ("Rush Requests") will be charged \$10.00 for each document, excluded from the 10% threshold, and charged an additional \$10.00 per document.

6.3 Credit Bureau Reporting. The Bank may promptly request that the major credit reporting agencies (including, without limitation, Equifax, Experian, CBI and Trans Union) delete or mark the Accounts on their records sold or transferred to Buyer. The Buyer may report its ownership of the Accounts to credit reporting agencies provided that the Buyer agrees to comply with the Fair Credit Reporting Act (FCRA) and any other laws or regulations governing credit agency reporting.

6.4 Compliance with Law. With respect to any Account, Buyer or Buyer's agent will at all times: (a) comply with all state and federal laws applicable to debt collection and the privacy of financial information, including, without limitation, the Consumer Credit Protection Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act, and (b) for any Account where the statute of limitations has run, not falsely represent that a lawsuit will be filed if the Cardholder does not pay.

6.5 Post Closing Account Review. Notwithstanding any representation or warranty made by the Bank with respect to an Account, prior to initiation of any post closing collection action or activity on an Account, it shall be Buyer's obligation (either through a competent third party vendor, e.g., Banko, Inc., or other process), to perform such reviews and scrubs of the Accounts as necessary to determine if the Account is involved in an open bankruptcy proceeding or has been discharged in bankruptcy (the "Post Sale Scrub"). Buyer shall be solely responsible for any claims or liabilities arising from post closing collection action or activity by Buyer, or Buyer's agents, successors, or assigns, with respect to an Account involved in, or discharged in, a bankruptcy proceeding after closing. Furthermore, Buyer shall immediately cease any collection efforts upon receiving notice (whether from a Cardholder, the Bank, or a third party on behalf of a Cardholder) that a Cardholder has discharged the debt in bankruptcy, and shall not recommence collection activity until Buyer has conducted a reasonable investigation into the Cardholder's claim and determined, based upon reasonable evidence, that the Cardholder's claim is unfounded. If Buyer learns of an indicator, note or flag that demonstrates that the Cardholder claims to be an identity theft victim, then Buyer shall promptly notify the Bank and the Bank shall repurchase the Account for the Repurchase Price.

6.6 Notice of Claims. Buyer will notify the Bank promptly of any claim or threatened claim against the Bank, or any claim or threatened claim that may affect the Bank that is discovered by Buyer. The Bank will provide notice promptly to Buyer of any claim or threatened claim against Buyer, or any claim or threatened claim that may affect Buyer, that is discovered by Bank. Additionally, Bank will provide to Buyer notice of any bankruptcy filing it may receive after the Closing Date.

6.7 Bank As Witness. If Buyer, upon reasonable written notice to Bank, requests or subpoenas an officer or employee of Bank to appear at a trial, hearing or deposition concerning an Account to testify about the Account, Bank shall ensure the requested employee appears at

such hearing or deposition and will be available for consultation with Buyer. Buyer will pay Bank for the officer's or employee's time in traveling to, attending and testifying at the trial, hearing or deposition, whether or not the officer or employee is called as a witness, at the hourly rate equivalent of such officer or employee. Buyer will also reimburse Bank for the officer's or employee's reasonable out-of-pocket, travel-related expenses.

6.8 UCC Financing Statements. Buyer may prepare on or after the Closing Date such UCC financing statements, which shall conform to Exhibit 5, for filing in such jurisdictions as Buyer may deem necessary or appropriate. The parties agree that the UCC financing statements shall be for notice purposes only and shall expressly indicate that UCC financing statements are for notice purposes only and create no security interest in the assets, property or interests of the Bank. Except for the insertion of the secured party's name, if Buyer proposes to modify the UCC financing statement, including but not limited to changing the description of collateral, Buyer must (i) notify Bank, and (ii) obtain Bank's prior written approval before filing such financing statements, which approval shall not be unreasonably withheld. If the Bank discovers that Buyer has filed a financing statement which either does not conform to Exhibit 5 and the Buyer has not obtained prior approval for any change, or the financing statement is not for notice purposes only but instead creates or attempts to create a security interest in assets, property or interests of the Bank, Buyer shall take steps to terminate the financing statement as soon as commercially practical after receiving written or electronic notice from the Bank. If the Buyer fails to take such steps in a timely manner, Buyer hereby authorizes Bank to file such termination statement on behalf of Buyer.

6.9 Bank's Obligation to Forward Payments and Mail to Buyer. Each month after the Closing Date, Bank will forward to Buyer an Account level report detailing all payments Bank has received after the applicable Cut-Off Date on the Accounts. Simultaneously, Bank shall wire payment to Buyer or enclose a check for such payments. In the event that any such payments are reversed for insufficient funds, Buyer shall promptly refund any such payment previously received to Bank. In the event a payment is returned on an Account received by Bank after the first year following the Closing Date, Buyer will solely be responsible for reimbursing Bank for the payment amount less the processing fee initially retained by Bank. Additionally, on a monthly basis, Bank will forward all mail received relating to the Accounts to Buyer, subject to Bank's right to retain copies thereof to the extent the Bank's interests are affected. Notwithstanding anything to the contrary in this Section 6.9, Bank shall notify Buyer of Bank's receipt of any payment received on any Account as soon as commercially practical.

6.10 Contacts by Cardholders and Government Entities. In the event Bank is contacted after the Closing Date by a Cardholder or government entity seeking information about a sold account, Bank may, but shall not be obligated to, provide relevant information and Account or Other Documents to such requestor. If Bank supplies information, Bank will notify Buyer of such request and describe the information provided. Notwithstanding the above, Bank will at all times comply with all relevant privacy laws.

7. USE OF BANK'S NAME

7.1 Use of Names. The Buyer will not use or refer to the name "Citibank," "Citibank Classic," "Citicorp," "Citigroup", "Associates Capital Bank, Inc.", "Associates Credit Card Services, Inc.", "Associates Commerce Solutions", "Associates National Bank", "Universal Card Services Corp." or any similar name or successor corporation, except to reference such names for purposes of identifying an Account in communications with the Account's Cardholder or an authorized representative of the Cardholder, in collecting amounts outstanding on the Account, and in conducting litigation or participating in a bankruptcy proceeding with respect to the Account. Buyer shall not represent that there is an affiliation or agency relationship between Buyer and the Bank, nor shall Buyer state or represent in any way that it is acting for or on behalf of the Bank. Buyer shall not misrepresent, mislead or otherwise fail to adequately disclose its ownership of the Accounts. Buyer may also use or refer to the Bank's name solely to establish from whom the Accounts were acquired as part of any resale or financing of the Accounts and for tax, accounting, legal or regulatory purposes. Furthermore, Buyer may include Bank's name only within the K-1 segment of the Metro 1 or 2 furnishing file when reporting an Account to a credit bureau.

7.2 Breach. Buyer and the Bank acknowledge that Buyer's breach of this Article 7 will result in actual and substantial damages to the Bank, the amount of which will be difficult to ascertain with precision. Therefore, if Buyer breaches this Article 7, Buyer will pay the Bank the sum of \$10,000.00 for each breach (each breach being the single use of the above names, communicated to a third party as described above) as liquidated damages to a maximum of \$1 million; provided, however, that nothing herein shall limit, restrict or prohibit Bank's right to bring any and all claims to recover damages in excess of the \$1 million maximum against Buyer that Bank may suffer as a result of Buyer's breach.

8. THE BANK'S RIGHT TO REPURCHASE ACCOUNTS

8.1 Accounts Affected. The Bank shall have the right to repurchase any Account that has not been paid in full, released or compromised by Buyer, if the Bank determines that the cardholder was deceased as of the Cut-Off Date; that there is a pending or threatened suit, arbitration, bankruptcy proceeding or other legal proceeding or investigation relating to an Account or a Cardholder, and naming the Bank or otherwise involving the Bank's interest therein in a manner unacceptable to the Bank; or the Bank otherwise determines (in its sole discretion) that such matter cannot be resolved and/or that the Bank's interest therein cannot be adequately protected without the Bank owning such Account. The Bank shall notify Buyer in writing of the identity of such Accounts.

8.2 Right to Repurchase.

(a) Upon notice to Buyer, the Bank may repurchase any Account described in Section 8.1 by repaying to Buyer the Repurchase Price associated with the repurchased Account.

(b) Upon delivering to the Bank a full accounting of the Account, Buyer may retain any money or value that Buyer collected or received on the Account before Buyer's receipt of the Bank's notice electing to repurchase the Account. Buyer shall remit to Bank any payment received after that notice. After Buyer has received the Bank's notice, Buyer will immediately cease releasing or compromising any Account. Notwithstanding the foregoing, in the event that Bank needs to repurchase an Account within the first month of the Closing Date, Buyer shall remit to Bank any payments received on the Account, net of any collection fees due third parties.

9. RIGHT OF RESALE

9.1 Sale or Transfer to a Third Party. Buyer may resell or transfer the ownership of any Account to a third party, including the transfer of Cardholder information (such as names and addresses) to any third party (each referred to as "Third Party Buyer"); provided, however, that Buyer must conduct commercially reasonable and prudent due diligence of the Third Party Buyer. Buyer shall defend, indemnify and hold harmless Bank from any and all causes of action, claims, expenses or judgments incurred by Bank for which Buyer's Third Party Buyer or any buyer of Third Party Buyer (collectively referred to herein as "Downstream Buyer") is solely or partially responsible. Buyer shall require all Downstream Buyers to agree to be bound to all of the Buyer's obligations and limitations or remedies, and to acknowledge all of Bank's rights, set forth in this Agreement including, without limitation, the Sections in Articles 6, 7, 8 and 9. All Downstream Buyers' requests for documentation pursuant to Section 6.2 must be made to Bank through Buyer, unless: (a) Bank otherwise agrees in writing; or (b) the documentation is now managed by Convoke. Nothing in this Section 9.1 shall modify the indemnification provisions between Bank and Buyer as set forth in Article 10 of this Agreement.

9.2 Exceptions. Section 9.1 shall not apply to Buyer's sale, pledge or transfer of Accounts to one or more of its wholly owned subsidiaries or its affiliates or to a trust or other special purpose vehicle which is wholly owned by such subsidiary or affiliate or a third party for the sole purpose of obtaining financing and/or issuing asset-backed securities secured by such Accounts, provided that Buyer shall give Bank prior notice of the sale, pledge, or transfer under this Section 9.2.

10. INDEMNIFICATION

10.1 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend, and hold harmless the Bank, its parents, subsidiaries and affiliates, and their officers, directors and employees from and against any and all claims, damages, losses, costs or expenses (including any and all reasonable attorneys' and experts' fees), that Bank might suffer, incur or be subjected to by reason of any legal action, proceeding, arbitration or other claim, whether commenced or threatened, whether or not well grounded and by whomsoever concerned, asserted by a third party based upon any breach of this Agreement by Buyer, or any other act or omission by Buyer, its officers, directors, agents, employees, representatives or any Downstream Buyers with respect to any Account or any party obligated on an Account after the Closing Date; provided, however, that, (i) the Bank notifies Buyer within a reasonable time of any such claim or action, (ii) such claims, damages, losses, costs or expenses are not solely attributable to any negligent

act or omission by the Bank, its parent, affiliates, subsidiaries contractors, agents or any of their employees or agents (iii) the Bank provides Buyer with information that is available to the Bank and is reasonably necessary for Buyer to prosecute its defense of the action and (iv) Bank shall use reasonable best efforts to mitigate any claim or liability it may assert under this section.

Buyer shall bear all reasonable expenses in connection with the defense and/or settlement of any such claim or suit. The Bank shall have the right, at its own expense, to participate in the defense of any claim against which it is indemnified and which has been assumed by the obligation or indemnity hereunder; Buyer, in the defense of any such claim, except with the written consent of the Bank, shall not consent to entry of any judgment or enter into any settlement that either: (a) does not include, as an unconditional term, the grant by the claimant to the Bank of a release of all liabilities in respect of such claims, or (b) otherwise adversely affects the rights of the Bank.

10.2 Indemnification by Bank. Bank hereby agrees to indemnify, defend, and hold harmless the Buyer, its parents, subsidiaries and affiliates, permitted assigns and their officers, directors and employees from and against any and all claims, damages, losses costs or expenses (including any and all reasonable attorneys' and experts' fees) that Buyer might suffer, incur or be subjected to by reason of any legal action, proceeding, arbitration or other claim, whether commenced or threatened, whether or not well grounded and by whomsoever concerned, asserted by a third party based upon (a) any breach of this Agreement by Bank (provided that the Bank may not use any "best of knowledge" qualification contained in Article 3 as a defense or limitation to indemnification hereunder), or (b) any other act or omission by Bank, its officers, directors, agents, employees, or representatives with respect to any Account or any party obligated on an Account prior to the Closing Date, provided, however, that (i) the Buyer notifies Bank within a reasonable time of any such claim or action, (ii) such claims, damages, losses, costs or expenses are not solely attributable to any negligent act or omission by the Buyer, its parent, affiliates, subsidiaries, transferees, contractors, agents or any of their employees or agent, (iii) the Buyer provides Bank with information that is available to the Buyer and is reasonably necessary for Bank to prosecute its defense of the action and (iv) Buyer shall use reasonable best efforts to mitigate any claim or liability it may assert under this section.

Bank shall bear all reasonable expenses in connection with the defense and/or settlement of any such claim or suit. The Buyer shall have the right, at its own expense, to participate in the defense of any claim against which it is indemnified and the defense of which has been assumed by the Bank's obligation or indemnity hereunder. Bank, in the defense of any such claim, except with the written consent of the Buyer, shall not consent to entry of any judgment or enter into any settlement that either, (a) does not include, as an unconditional term, the grant by the claimant to the Buyer of a release of all liabilities in respect of such claims, or (b) otherwise adversely affects the rights of the Buyer.

10.3 Survival. The provisions of this Article 10 shall survive the termination or expiration of this Agreement.

11. CONFIDENTIALITY

11.1 Confidential Information. From and after the execution of this Agreement, Buyer hereto shall keep confidential, and shall use reasonable efforts to cause their respective officers, directors, employees and agents to keep confidential, any and all information obtained from the Bank concerning the assets, properties and business of the Bank, and shall not use such confidential information for any purpose other than those contemplated by this Agreement; *provided, however*, that Buyer shall not be subject to the obligations set forth in the preceding sentence with respect to any such information provided to it by the Bank which either (i) was in Buyer's possession at the time of the Bank's disclosure, (ii) was in the public domain at the time of the Bank's disclosure, or subsequently enters the public domain through no act or failure to act on the part of the Buyer, or (iii) is lawfully obtained by Buyer from a third party. Nothing in this Agreement shall be construed to limit Buyer's obligations under the confidentiality agreement entered into between Buyer and the Bank with regard to Confidential Information other than Accounts sold hereunder. If Buyer or any of its employees become legally compelled (by deposition, interrogatory, request of documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Buyer shall provide Bank (to the extent permitted by law) with prompt written notice of such requirement so that Bank may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, Bank waives compliance with the provision hereof, and Buyer may provide such information as is legally required to be furnished.

11.2 Public Announcement. Neither Buyer nor the Bank shall make any public announcement of this Agreement or provide any information concerning this Agreement or the subject matter hereof to any representative of the news media without the prior written approval of the other party. The parties will not respond to any inquiry from public, governmental, or administrative authorities concerning this Agreement without prior consultation and coordination with each other.

11.3 Survival. The provisions of this Article 11 shall survive the termination of this Agreement.

12. GENERAL PROVISIONS

12.1 Applicable Law. The laws of the State of South Dakota shall govern the enforcement and interpretation of this Agreement and the rights, duties and obligations of the parties hereto.

12.2 WAIVER OF JURY TRIAL. NOTWITHSTANDING ANYTHING STATED HEREIN, IF EITHER PARTY BRINGS ANY ACTION AGAINST THE OTHER PARTY, WHETHER AT LAW OR EQUITY, REGARDING THE OTHER PARTY'S PERFORMANCE UNDER THIS AGREEMENT OR BRINGS ANY ACTION CONNECTED IN ANY WAY WITH THIS AGREEMENT, THE PARTIES AGREE TO WAIVE TRIAL BY JURY.

12.3 Notices. All notices or other documents required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, hand delivered, sent by overnight air courier or certified United States mail, return receipt requested, addressed as follows:

If to Bank:	Citibank, N.A. Attn: General Counsel 701 East 60 th Street North Sioux Falls, SD 57117
And Copies to:	Citibank, N.A. Attn: Michael Taulbee 7920 NW 110th Street Kansas City, MO 64153
If to Buyer:	Cavalry Portfolio Services, LLC Attn: General Counsel/Christian Parker 500 Summit Lake Drive, Suite 400 Valhalla, NY 10595

The parties hereto may at any time change the name and addresses of persons to whom must be sent all notices or other documents required to be given under this Agreement by giving written notice to the other party.

12.4 Binding Nature of Agreement. This Agreement is and shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns.

12.5 Assignment. Neither party may assign this Agreement or any of its rights in this Agreement without the other's prior written consent, except as provided in Article 9 above. Notwithstanding the foregoing sentence, Bank may assign its rights and obligations under this Agreement to any of its affiliates, subsidiaries, or parent corporations without obtaining Buyer's permission or consent.

12.6 Expenses. Except as otherwise expressly provided in this Agreement, Buyer and the Bank will each bear its own out-of-pocket expenses in connection with the transaction accompanying Exhibit or the certificates or other closing documents delivered in accordance with this Agreement.

12.7 Entire Agreement. This Agreement and the Exhibits hereto embody the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The parties make no representations or warranties to each other, except as contained in this Agreement or in the accompanying Exhibit or the certificates or other closing documents delivered in accordance with this Agreement. All prior representations and statements made by any party or its

representatives, whether orally or in writing, are deemed to have been merged into this Agreement, except as otherwise stated in this Agreement.

12.8 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.

12.9 Severability. 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 will not affect any other provision of this Agreement, and this Agreement will be construed without the invalid, illegal or unenforceable provision.

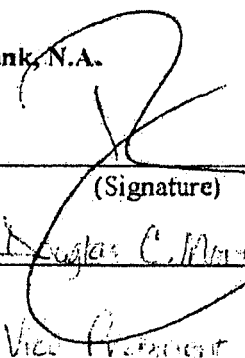
12.10 Waiver. Except as required under Section 3.4, no failure of any party to take any action or assert any right hereunder shall be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

12.11 Headings. Headings are for reference only, and will not affect the interpretation or meaning of any provision of this Agreement.

12.12 Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together will be deemed one original. In addition, such counterparts may be delivered via facsimile or email, and if so, will have the same force and effect as an original document.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first written above.

Citibank, N.A.

By: 
(Signature)

Name: Douglas C. Harrison

Title: Vice President

Cavalry SPVI, LLC

By: 
(Signature)

Name: Alfred J. Brothers

Title: CEO

**EXHIBIT 1
ASSET SCHEDULE**

The individual Accounts transferred are described in the final electronic file and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Sale Rate	Purchase Price	Cut-Off Date
OILS	081612CV1OI1SB	17,820	\$20,798,481.35	5.80%	\$1,206,311.92	08/16/12
RPL	081612CV1RP1SB	22,885	\$27,478,691.45	6.00%	\$1,648,721.49	08/16/12

EXHIBIT 2

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated [CLOSING DATE], is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to [BUYER], organized under the laws of the [BUYER STATE], with its headquarters/principal place of business at [BUYER ADDRESS] ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated [AGREEMENT DATE], between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

Citibank, N.A.

By: _____
(Signature)

Name: _____

Title: _____

**EXHIBIT 3
AFFIDAVIT**

STATE OF
COUNTY OF

Account Holder:
SSN/EIN/TIN #: xxx-xx-____

Account #: XXXX-XXXX-XXXX-____

The undersigned, _____, being duly sworn, states and deposes as follows:

1. I am an employee of Citibank, N.A. ("Citibank") located at 7920 NW 110th Street, Kansas City, MO 64153, and am authorized to make the statements and representations herein. My job responsibilities include maintaining and recording information in Citibank's records as they relate to credit cards owned by Citibank. This includes accounts previously owned by Citibank (South Dakota), N.A., which merged into Citibank in or about July 2011. The statements set forth in this affidavit are true and correct to the best of my knowledge, information and belief based on either personal knowledge or review of the business records of Citibank.

2. My duties include having knowledge of, and access to, business records relating to the Citibank account referenced above. These records are kept by Citibank in the regular course of business and it was in the regular course of business of Citibank for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.

3. That Citibank, in the regular course of business, provides various credit card processing services, including causing to be sent to customers periodic billing statements reflecting true and accurate activities on the customers' respective account(s) (other than months in which no statement may have been required by law).

4. That the records of Citibank indicate that account ending XXXX-XXXX-XXXX-____ was opened on, or acquired by Citibank on, _____ (Account). The account holder's name at time of electronic transmission was _____, with a Social Security Number, Employer Identification Number, and/or Taxpayer Identification Number ending: xxx-xx-____.

5. That the records of Citibank indicate that as of the date the Account was sold, there was due and payable on the Account \$ _____. To the best of my knowledge, information and belief there were no uncredited payments owed to the Account.

6. That the records of Citibank indicate that the last payment received on the Account by Citibank posted to the account on _____.

7. That the records of Citibank indicate that the Account was sold to _____ on or about _____ and Citibank retained no ownership interest in the account after it was sold.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____, 20____

by _____
Citibank, N.A.

Subscribed and sworn to before me this _____ day of _____, 20____ by _____, an employee of Citibank, N.A.

Notary Public

(Notary Stamp/Seal)

My Commission Expires: _____

EXHIBIT 4
AFFIDAVIT OF SALE OF ACCOUNT
BY ORIGINAL CREDITOR

State of South Dakota
County of Minnehaha

Patricia Hall, being duly sworn, deposes and says:

I am the Financial Account Manager of Citibank, N.A. ("CBNA") located at 701 East 60th Street North, Sioux Falls, SD 57117, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about [DATE], CBNA sold a pool of charged-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to [BUYER]. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

Signed this _____ day of _____, _____.

Patricia Hall

Sworn before me this _____ day of _____, _____.

(Notary Stamp)

My Commission Expires: _____

CERTIFICATE OF CONFORMITY

**STATE OF SOUTH DAKOTA
CITY OF SIOUX FALLS**

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of South Dakota and is a resident of Sioux Falls, in the State of South Dakota; that he/she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of South Dakota; that the foregoing acknowledgment by Patricia Hall named in the foregoing instrument taken before _____, a Notary in the State of South Dakota, was taken in the manner prescribed by such laws of the State of South Dakota, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

Date

Eric N. Rasmussen
Attorney at Law in the State of South Dakota

EXHIBIT 5

UCC1 Financing Statement Form

Any financing statement filed by Buyer with respect to the acquisition of the Accounts shall conform to the attached, except for the insertion of the secured party's name, unless Buyer obtains the Bank's prior approval for any change.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION NAME

Citibank, N.A.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

701 East 60th Street North

Sioux Falls

SD

57117

USA

1d. TAX ID# SSN OR EIN

ADD. INFO FOR ORGANIZATION

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID#, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3d. TAX ID# SSN OR EIN

ADD. INFO FOR ORGANIZATION

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION NAME

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:

All Accounts purchased pursuant to the Purchase and Sale Agreements dated () by and among Citibank, N.A. fka Citibank (South Dakota), N.A. and (Buyer).

Citibank, N.A. and (Buyer) intend the transactions contemplated by the agreements to constitute an absolute assignment of Citibank, N.A.'s interest in the accounts, and this filing should not be construed as a conclusion that an absolute assignment has not occurred. This Financing Statement is not to be construed as evidence of the existence of any indebtedness of Citibank, N.A.

No security interest is created by the filing of this Financing Statement in any accounts or property owned by Citibank, N.A. other than those accounts purchased by (Buyer) pursuant to the Purchase and Sale Agreements dated () by and among Citibank, N.A. and (Buyer).

5. ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILO	SELLER/BUYER	A.G. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT IS A (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)						

6. OPTIONAL FILER REFERENCE DATA

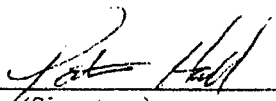
FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, dated August 28, 2012, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") to Cavalry SPVI, LLC, organized under the laws of the State of New York, with its headquarters/principal place of business at 500 Summit Lake Drive, Suite 400, Valhalla, NY 10595.

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated August 22, 2012, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Exhibit 1 and the final electronic file.

Citibank, N.A.

By: 
(Signature)

Name: Patricia Hall

Title: Financial Account Manager

EXHIBIT 1
ASSET SCHEDULE

The individual Accounts transferred are described in the final electronic file and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Sale Rate	Purchase Price	Cut-Off Date

ScheduleA-17938243.txt

PURCHASE_DATE	ACCT_NO	CONTRACT_DATE	ORIG_LAST_PAY_DATE	CREDITOR	INITIAL_BALANCE	ATLAS.FN_FULL_NAME(RR.NAME_U)	SS_NO
8/28/2012	7575518157151	4/20/2000	6/25/2010	CITIBANK, N.A./SHELL CONSUMER	3096.72	CONNIE OBRYANT	496546700