# FORWARD FLOW RECEIVABLES PURCHASE AGREEMENT

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between

Synchrony Bank

("SELLER")

and

Crown Asset Management, LLC

("BUYER")

July 8, 2014

Exhibit A Page 5

### FORWARD FLOW RECEIVABLES PURCHASE AGREEMENT

This FORWARD FLOW RECEIVABLES PURCHASE AGREEMENT, is made this 8<sup>th</sup> day of July 2014, and between General Electric Capital Corporation, Synchrony Bank formerly known as GE Capital Retail Bank ("Seller") and Crown Asset Management, LLC ("Buyer") with reference to the following facts and circumstances:

## RECITALS

A. Seller desires to sell to Buyer, during the Transfer Period, delinquent credit account receivables, on the terms and conditions herein set forth, as such receivables exist as of the applicable Cut-Off Date; and

B. Buyer wishes to purchase the aforementioned receivables during the Transfer Period, on the terms and conditions herein set forth, as such receivables exist as of the applicable Cut-Off Date.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

# **COVENANTS, TERMS & CONDITIONS**

#### ARTICLE I DEFINITIONS

1.1 <u>Definitions</u>. As used in this Agreement, the following terms shall have the following meanings unless otherwise defined herein and, wherever from the context it appears appropriate, all terms expressed herein in the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender.

"<u>Account</u>" means any credit account owned by Seller with respect to which there is a Receivable

"<u>Account Debtor</u>" means the applicant or, if applicable, the co-applicant on an Account, but does not include guarantors, sureties or authorized users who are not the applicant or co-applicant with respect to such Account.

"Account Document" means an Affidavit or any application, agreement, first and last billing statement, account abstract, remittance check or other correspondence relating to an Account and relevant to the collection of the related Receivable, to the extent such item is in Seller's possession and reasonably available to Seller, in the form, if any, it exists in Seller's possession and reasonably available, but excludes any information provided by parties other than the Seller or the Account Debtor associated with the Account.

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"<u>Adverse Proceeding</u>" means any demand, claim, action, suit, litigation, proceeding (whether administrative, judicial or otherwise), investigation (whether formal or informal), inquiry (whether formal or informal), or arbitration at law or in equity, or before or by any Regulatory Authority or any arbitrator whether pending or, to the knowledge of the relevant party, threatened against or affecting the party or any Affiliate of such party.

"Affidavit" means an affidavit regarding Account information that Buyer intends to file or submit to federal or state court.

"<u>Affiliate</u>" means, with respect to any Person, a Person that controls, is controlled by, or is under common control with that Person.

"<u>Agreement</u>" means this Forward Flow Receivables Purchase Agreement, including any exhibits or schedules hereto, as the same may be amended or supplemented from time to time.

"<u>Applicable Law"</u> means all federal, state and local statutes, ordinances, laws, rules, regulations and industry requirements (each as they may be amended from time to time), as well as all injunctions and orders of any court or other governmental body, governing or relating to, or otherwise applicable to (a) Delinquent Accounts, (b) collection activities, (c) the privacy and protection of, and access to and handling of, personal data or information, (d) GE Capital and/or its Affiliates (including the other GE Capital Entities) or Buyer (or any of their businesses or properties), (e) any Client, and/or (f) otherwise to this Agreement, which statutes, ordinances, laws, rules, regulations, industry requirements, injunctions or orders include, without limitation, the federal Fair Debt Collections Practices Act (the "FDCP" Act"), the Fair Credit Reporting Act ("FCRA"), the Telephone Consumer Protection Act ("TCPA"), the Service members Credit Relief Act ("SCRA"), the Bank Secrecy Act, the federal Equal Credit Opportunity Act ("ECOA") and other federal, state and local provisions respecting collection practices (including any licensing requirements relating to debt buyers and federal, state and local provisions respecting unfair and/or deceptive acts and practices).

"<u>Bankruptcy Case</u>" means a case under Chapter 7, 11, 12 or 13 of Title 11 of the United States Code.

"Bankruptcy Code" means Title 11 of the United States Code,

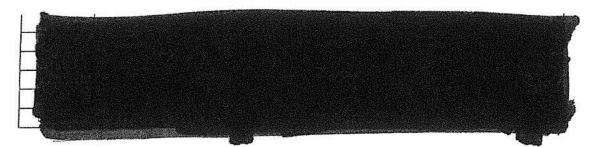
"<u>Bill of Sale</u>" means a document, substantially in the form of Exhibit A hereto, to be delivered by Seller to Buyer in accordance with Section 2.2 herein.

"<u>Business Day</u>" means a day other than a Saturday, Sunday or day on which banks are required or permitted to be closed in New York.

"Buyer" shall have the meaning assigned to such term in the introductory paragraph

"<u>Computer File</u>" means a computer file, tape, cartridge or disk or other electronic medium.

hereto.



"<u>Law</u>" means any federal, state and local law, statute, regulation, or order, or any operating rule of a payments network (such as the Operating Regulations of the National Automated Clearing House Association), and any guidance, interpretation or requirement of any Regulatory Authority having jurisdiction over a party, as any such laws, statutes, regulations, requirements, etc. may be amended and in effect from time to time.

"<u>Material Adverse Effect</u>" means a material adverse effect upon the business, operations, properties, assets, condition (financial or otherwise) or prospects of Buyer which materially impair the ability of Buyer to perform its obligations under the Agreement or the ability of Seller to enforce such obligations.

"<u>Material Adverse Proceeding</u>" means any Adverse Proceeding against the Buyer, that if resolved adversely to the Buyer, would have a material adverse effect on the Buyer, regardless of whether such an Adverse Proceeding is related to this Agreement. Without limiting the foregoing, the term includes any Adverse Proceeding by any Regulatory Authority other than an initial inquiry and request for a response in connection with a single consumer complaint where the Buyer does not reasonably expect further action by the Regulatory Authority.

"<u>Non-Conforming Receivables</u>" shall have the meaning assigned to such term in Section 7.1 hereof.

"Notification File" means (a) a Computer File identifying the Receivables to be delivered to Buyer on each Transfer Date, which listing shall contain the following information with respect to each receivable to the extent maintained by Seller as of the Cut-Off Date: account number, open date, date of last payment, last payment amount, charge-off date, name, address, telephone number and social security number of the Account Debtor, and the applicable Cut-Off Date Claim Amount.

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"<u>Person</u>" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entige of government (whether federal, state, county, city, municipal or otherwise, including, " without limitation, any instrumentality, division, agency, body or department thereof).

"<u>Purchase Price</u>" means with respect to the Receivables being sold on the applicable Funding Date, an amount equal to the product of (a) price factor in the following table, <u>multiplied by</u> (b) the Cut-Off Date Claim Amount of the Receivables being sold, as indicated on the Notification File.

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"<u>Receivable</u>" means any credit account receivable that is being sold to Buyer pursuant to the terms of this Agreement, as such receivable exists as of the Cut-Off Date, to the extent such receivable is set forth on the applicable Notification File.

"<u>Regulatory Authority</u>" means any federal, state or local regulatory agency or other governmental body or authority having jurisdiction over either party and any body administering the rules of a payments network.

"Securities Laws" means the securities laws of any jurisdiction.

hereto.

"Seller" shall have the meaning assigned to such term in the introductory paragraph

"Transfer Date" means a Business Day selected by Seller on which Seller sends a Notification File to Buyer,.



"Trustee" means a trustee appointed in a Bankruptcy Case.

# ARTICLE II

# PURCHASE AND SALE OF RECEIVABLES

2.1 <u>Purchase and Sale</u>. On each Transfer Date, Seller shall sell and Buyer shall buy all right, title and interest in and to the Receivables with respect to which Buyer has received a Notification File, with recourse and warranty limited to that specifically set forth in this Agreement.

2.2 <u>Bill of Sale</u>. Within ten Business Days after each Funding Date, Seller shall deliver to Buyer: an executed Bill of Sale. The foregoing notwithstanding, Buyer acknowledges and agrees that the failure of Seller to execute and deliver a Bill of Sale and/or a Financing Statement shall not constitute a default or breach by Seller of its obligations hereunder unless Seller fails to deliver such items within thirty (30) days after a written request by Buyer therefor, or provided that if Buyer provides Financing Statements to Seller within one week of the applicable Funding Date, Seller shall execute and return them to Buyer.

2.3 <u>Notification File</u>. On each Transfer Date, Seller shall forward to Buyer the Notification File.

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2.4 Payment. On each tinding Date, Buyer shall remit to Seller an amount equal to the Purchase Price by wire transfer to the bank designated by Seller in accordance with the funding instructions forwarded to Buyer on the initial Transfer Date. All collections received by Seller on or after the applicable Cut-Off Date with respect to any Receivable included herein shall be paid to Buyer according to the procedures set forth in Section 5.7 herein.

2.5 <u>Schedule</u>. Each of Seller and Buyer shall maintain a Computer File of all Receivables sold or reassigned under this Agreement and the date and amount of each payment received by the transferring party on those Receivables after the date of such transfer, and the date such payment was remitted by the transferring party in accordance with the terms of this Agreement, and shall revise such schedule whenever ownership of a Receivable is transferred to or from Buyer in accordance with the terms of this Agreement and whenever a payment is received or remitted by the transferring party after the date of such transfer. No more frequently than once every three months, Buyer or Seller may request, and the other party shall provide within thirty (30) days of the request, each Computer File.

2.6 <u>Reporting Requirements</u>. Buyer shall be solely responsible for any reporting requirements and/or filings required by any federal, state or local law, rule or regulation relating to the Receivables.

2.7 <u>Taxes</u>. Neither of the parties is aware of any state or federal sales, transfer of similar taxes that would be applicable to this Agreement.

2.8 <u>Buyer's Intention</u>. Buyer is purchasing the Receivables for its own account, for investment purposes and not with a view to the distribution thereof. Buyer shall not, directly or indirectly, offer, transfer, sell, assign, pledge, hypothecate or otherwise dispose of any of the Receivables (or solicit any offers to buy, purchase, or otherwise acquire any of the Receivables) or any direct or indirect interests therein, except in compliance with all applicable federal and/or state securities and Blue Sky laws, rules, regulations and requirements (collectively, the "Securities Laws") and this Agreement.

2.9 <u>Receivables Not Securities</u>. Buyer acknowledges and agrees that (a) the purchase of the Receivables pursuant to this Agreement does not involve, nor is it intended in any way to constitute, the purchase of a "security" within the meaning of the Securities Laws and (b) it is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Securities Laws of any jurisdiction.

2.10 <u>Sophisticated Investor</u>. Buyer has such knowledge, sophistication and experience in business and financial matters as to be capable of evaluating both the information made available with respect to the Receivables and the merits and risks of the prospective purchase, is able to bear the economic risk of such purchase, is able to bear the risk that Buyer may be required to hold the Receivables for an indefinite period of time and is able to afford a complete loss of the Purchase Price for the Receivables.

2.11 <u>Opportunity to Ask Questions</u>. Buyer has been afforded the opportunity: (a) to ask such questions as it has deemed necessary of, and to receive answers from, representatives of Seller concerning the terms and conditions of the offering of the Receivables and the merits and risks of buying the Receivables; and (b) to obtain such additional information that Seller possesses or can acquire.

# ARTICLE III

# CONDITIONS PRECEDENT

3.1 <u>Conditions to Buyer's Obligations</u>. The Buyer may terminate its obligation to purchase the Receivables on any Transfer Date and/or any or all subsequent Transfer Dates if any of the following occurs:

- (a) <u>Representations and Warranties</u>. As of such Transfer Date, the representations and warranties of Seller set forth in this Agreement, including, but not limited to Section 4.1, are not true and correct in all material respects.
- (b) <u>Compliance with Covenants and Agreements</u>. On or prior to such Transfer Date, Seller has not complied in all material respects with each of its material covenants and agreements set forth in this Agreement.
- (c) <u>No Violation of Law</u>. The consummation of such purchase and sale will violate an order of any court or governmental body having jurisdiction or a law, rule or regulation that applies to Buyer or Seller.
- (d) <u>Approvals, Consents and Notices</u>. As of such Transfer Date, any approvals, consents or other actions by, and any notices to or filings with, any governmental authority, or any other Person required for the consummation of such purchase and sale have not been obtained or made.

3.2 <u>Conditions to Seller's Obligations</u>. The Seller may terminate its obligation to sell the Receivables on any Transfer Date and/or all subsequent Transfer Dates if any of the following occurs:

- (a) <u>Representations and Warranties</u>. As of such Transfer Date, the representations and warranties of Buyer set forth in this Agreement, including, but not limited to Section 4.2, are not true and correct in all material respects.
- (b) <u>Compliance with Covenants and Agreements</u>. On or prior to such Transfer Date, Buyer has not complied in all material respects with each of its material covenants and agreements set forth in this Agreement.

- (c) <u>No Violation of Law</u>. The consummation of such purchase and sale will violate an order of any court or governmental body having jurisdiction or a law, rule or regulation that applies to Buyer or Seller.
- (d) <u>Approvals, Consents and Notices</u>. As of such Transfer Date, any approvals, consents or other actions by, and any notices to or filings with, any governmental authority, or any other Person required for the consummation of such purchase and sale have not been obtained or made.

# ARTICLE IV

# REPRESENTATIONS AND WARRANTIES

4.1 <u>Representations and Warranties of Seller</u>. Seller hereby makes the following representations and warranties solely to Buyer and not to any other Person:

- (a) <u>Due Organization: Authorization, Etc.</u> As of each Transfer Date, each Seller is duly organized, validly existing and in good standing under the laws of the state of its formation, and, at all relevant times, had all necessary power and authority to originate and/or acquire and transfer the Receivables. The execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby are within its powers and have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.
- (b) <u>No Conflict</u>. The execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby does not violate, conflict with or result in a breach or default under, as applicable, the charter, certificate of incorporation or bylaws of Seller, any federal, state or local law, rule or regulation applicable to Seller or any agreement or other document to which Seller is a party or by which it or any of its property is bound.
- (c) <u>Consents</u>. No authorization, approval, consent or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is or will be required to be obtained or made by Seller for the due execution, delivery and performance of this Agreement and the transactions contemplated hereby that has not been obtained or made by Seller.
- (d) <u>Title to the Receivables</u>. As of each Transfer Date, Seller is the lawful owner of, or has the right to sell, the Receivables and, upon the purchase by Buyer of the Receivables hereunder from Seller, Buyer shall acquire

unencumbered title in and to the Receivables, of each Funding Date, except for such encumbrances, liens and claims caused or created by Buyer.

- (e) <u>No Brokers or Finders</u>. Seller has not employed any investment banker, broker or finder in connection with the transaction contemplated hereby who might be entitled to a fee or commission upon consummation of the transaction contemplated in this Agreement.
- (f) <u>No Proceeding</u>. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or, to Seller's knowledge, threatened against Seller which would have a material adverse effect on the transactions contemplated by, or Seller's ability to perform its obligations under, this Agreement.
- (g) <u>Origination</u>. To Seller's knowledge, the Receivables sold to Buyer pursuant hereto have been originated and/or acquired and serviced in material compliance with applicable state and federal consumer credit laws by Seller, its agents and affiliates.
- (h) <u>Data Accuracy</u>: The information contained in the Notification File provided by Seller to Buyer is materially accurate as of the Cut-Off Date.
- (i) <u>Validity of Receivable Sold</u>: The Receivables are due and valid debts owed by the Account Debtors.

4.2 <u>Representations and Warranties of Buyer</u>. Buyer hereby makes the following representations and warranties to Seller:

- (a) <u>Due Organization; Authorization, Etc</u>. As of each Transfer Date, each Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation. The execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby are within its powers and have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.
- (b) <u>No Conflict</u>. The execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby do not and will not violate, conflict with or result in a breach or default under, as applicable, its charter, certificate of incorporation, bylaws of Seller, limited liability agreement and/or trust, any federal, state or local law, rule or regulation applicable to Buyer, or any agreement or other document to which Buyer is a party or by which it or any of its members or property is bound.

- (c) <u>Consents</u>. No authorization, approval, consent or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is or will be required to be obtained or made by Buyer of the due execution, delivery and performance of this Agreement and the transactions contemplated hereby.
- (d) <u>Investigation of Receivables</u>. Buyer has made an independent investigation as Buyer has deemed necessary as to the nature, validity, collectability and value of the Receivables being purchased on each Transfer Date, and as to all other facts that Buyer deems material to such purchase. Buyer is making such purchase solely on the basis of such investigation and its own judgment and the representations, warranties and other information expressly set forth herein. Buyer is not acting in reliance on any representation, warranty or information except to the extent expressly set forth herein.
- (e) <u>No Broker or Finders</u>. Buyer has not employed any investment banker, broker or finder in connection with the transaction contemplated hereby who might be entitled to a fee or commission upon consummation of the transaction contemplated in this Agreement.
- (f)
- (g) <u>No Proceeding</u>. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or, to the knowledge of Buyer, threatened against Buyer which would have a material adverse effect on the transactions contemplated by, or Buyer's ability to perform its obligations under, this Agreement.

# ARTICLE V CONDUCT OF BUSINESS AFTER THE PURCHASE

5.1 Interim Servicing. Until the applicable Transfer Date, Seller may continue to service the Receivables to be transferred and, in connection therewith, shall have the right to handle the Receivables and any matter relating to the Receivables in any manner that Seller deems appropriate. Buyer shall be bound by the actions taken by the Seller in compliance with Law with respect to any Receivable prior to the Transfer Date. Buyer shall take no action to communicate with Account Debtors (or their agents or representatives) or enforce, service or otherwise manage any Receivable until after the purchase of the Receivables, and only in accordance with any and all applicable federal and state laws, rules, regulations and court orders. In no event shall Seller be deemed a fiduciary for the benefit of Buyer with respect to the Receivables or any Receivable.

5.2 <u>Compliance With Law</u>. All actions or omissions by Buyer with respect to the Receivables, including (but not limited to) all servicing, billing, processing, collections, and recovery operations and any communications or notices to Account Debtors, shall conform in all respects to the terms and conditions of the Account and to any and all Applicable Laws.

- (a) Without limiting the foregoing, Buyer further represents and warrants that it shall -
  - not assert or suggest the existence of a security interest with respect to a Receivable;
  - (ii) not enter into a reaffirmation agreement or assert any obligation to enter into a realfirmation agreement with respect to a Receivable;
  - (iii) not market to Account Debtors, or market Account Debtor information, except for purposes of collecting a Receivable, or market the names and/or addresses of Account Debtors;
  - (iv) not seek to recover any portion of any Receivable that is not properly and legally recoverable under Applicable Laws, including, without limitation, in the context of a Bankruptcy Case or under the Bankruptcy Code;
  - not take any action with respect to the Accounts or Receivables that is in violation of the Service members Civil Relief Act;



- (vii) collect only in a manner and a language that the Account Debtor understands; and
- (viii) not take or threaten any action to collect a Receivable that is barred by Applicable Law because the applicable statute of limitations has run.
- (ix) upon declaration by FEMA or appropriate local, state or federal agency that a location is a disaster area, Buyer agrees to temporarily suspend its collection activities within said area until such time as is reasonable and practicable. At all times, Buyer agrees to exercise appropriate customer centricity in its collection efforts.
- (x)

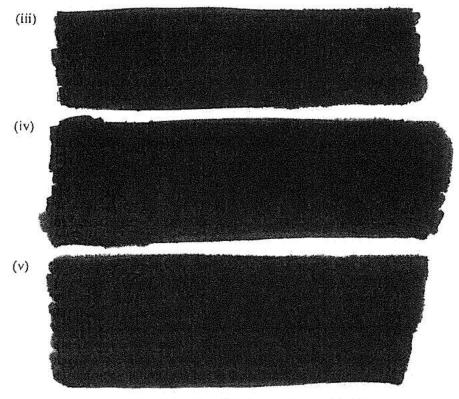
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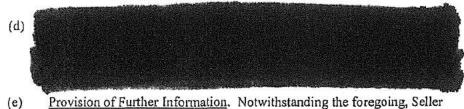


- (b) Buyer may not add interest or fees to an Account prior to any judgment against the Account Debtor. Buyer may add interest and fees to an Account after any judgment against the Account Debtor only as permitted by law. Seller may not be held responsible for any such acts performed by Buyer.
- (c) Without limiting the foregoing, Buyer shall implement and maintain appropriate administrative, technical and physical safeguards and other appropriate measures to (a) protect the security, confidentiality and integrity of information relating to Account Debtors, in accordance with Applicable Law, (b) ensure against any anticipated threats or hazards to the security or integrity of information relating to Account Debtors, and (c) protect against unauthorized access to or use of information relating to Account Debtors that could result in substantial harm or inconvenience to any Account Debtor.
- (d) Buyer shall ensure any Person acting on behalf of Buyer comply with the requirements contained in this Section 5.2.
  - 5.3 Retrieval of Account Documents; Oral Information on Accounts.
- (a) Account Documents.
  - (i) Buyer may submit to Seller reasonable requests for Account Documents, which requests shall follow the procedures set forth in Exhibit B hereto and, to the extent such information are in the possession of Seller, Seller shall provide it subject to and in accordance with the provisions below in this Section 5.3. For the avoidance of doubt, except as provided in Section 7.1 of this Agreement, Buyer expressly acknowledges and agrees that Seller's failure or inability to provide Account Documents shall not render the related Receivables as Non-Conforming Receivables, shall not cause a representation or warranty of Seller to be untrue or breached, and shall not otherwise subject Seller to any liability.
  - (ii) Any request by any other Person acting on behalf of Buyer, for Account Documents, to the extent there remains a right thereto, must be made through Buyer. Seller shall provide to Buyer each requested Account Document (to the extent the document and/or

necessary information is in the possession of Seller) within thirty (30) days after Seller's receipt of Buyer's request therefor.

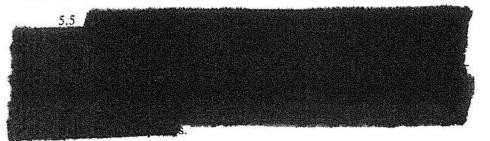


- (vi) The form of each requested Affidavit must be provided by Buyer and shall be subject to the approval of Seller. Any Affidavit requested by Buyer regarding an Account must (a) be required by Applicable Law to collect such Account; and (b) contain only information required by Applicable Law to collect such Account and that can be readily confirmed by Seller to be accurate. Without limiting the provisions of Section 5.2, Buyer shall ensure that the form and content of the Affidavits comply with relevant requirements of Applicable Law, including but not limited to court procedures.
- (b) <u>Oral Information</u>. Seller shall not be obligated to furnish Buyer with any oral information.
- (c) <u>Copies</u>. Seller reserves the right (but shall have no obligation) to retain copies of all or any portion of documents delivered to Buyer. Any obligation of Seller to provide Account Documents to Buyer may be satisfied by providing original documents or copies thereof, whether by electronic, photocopy, microfiche, microfilm or other reproduction process.



Provision of Further Information. Notwithstanding the foregoing, Seller may, its sole discretion, provide additional oral or written information regarding the Receivables and/or the Accounts.

5.4 <u>Reporting to Credit Reporting Agencies</u>. Buyer acknowledges that Seller may in its sole discretion, at its cost, report the status of the Receivables to the appropriate credit reporting agencies and, if Seller so elects, it will report the Receivables as either transferred, transferred to another lender, charged off transferred, sold, charged off sold or another similar designation. If Buyer elects to report Receivables to the appropriate credit reporting agencies, Buyer shall, at its cost, report Receivables to such agencies as Buyer and transferee of such Receivables.



- 5.6 Legal Notices Received After Each Date.
- (a) Buyer and Seller shall promptly notify each other of any claim, threatened claim, pending or threatened obligation or any other Adverse Proceeding related to Receivables and involving or implicating Buyer or Seller or actions taken in respect of Receivables.
- (b) Buyer shall promptly notify Seller of any Material Adverse Proceeding pending or threatened against Buyer.
  - 5.7 Extent of Seller's Obligations After Each Transfer Date.
- (a) Except as stated herein, Seller shall have no obligation to perform any servicing activities with respect to Receivables from and after the applicable Transfer Date.
- (b) Seller shall provide to Buyer, a report indicating the amounts or payments received by Seller In respect of Receivables during the immediately preceding fiscal month and shall remit to Buyer such amounts fler its provision of such report, except that, war respect

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to any payments received during the fiscal month in which the applicable Transfer Date occurs, such report and remittance shall reflect only amounts received on or after such Transfer Date. Buyer shall pay Seller \$5.00 for each payment in respect of the Receivables received by Seller ninety (90) days or more after the applicable Transfer Date.

- (c) Seller shall use good faith commercially reasonable efforts to identify and forward to Buyer, within fifteen (15) days after the end of each of Seller's fiscal months, all written correspondence received during such fiscal month by Seller in respect of Receivables that is relevant to Buyer's recovery or ownership thereof.
- (d)
  - 5.8 Extent of Buyer's Obligations After Repurchase.
- (a) After any repurchase of Accounts by Seller from Buyer pursuant to Section 7.2(a), Buyer shall provide to Seller, within fifteen (15) days after the end of each of Buyer's fiscal months, a report indicating the amounts of payments received by Buyer in respect of the repurchased Receivables during the immediately preceding fiscal month and shall remit to Seller such amounts within thirty (30) days after its provision of such report, except that, with respect to any payments received during the fiscal month in which the date of repurchase occurs, such report and remittance shall reflect only amounts received on or after the date of repurchase.
- (b) Buyer shall use good faith commercially reasonable efforts to identify and forward to Seller, within fifteen (15) days after the end of each of Buyer's fiscal months, all written correspondence received during such fiscal month by Buyer in respect of repurchased Receivables that is relevant to Seller's recovery or ownership thereof.

5.9 <u>Audit Rights</u>. Seller shall have the right to, at least annually, audit the applicable books and records (including but not limited to electronic and paper records and call recordings) of Buyer to determine Buyer's compliance with terms of this Agreement. The audit of the books and records of Buyer shall be conducted by an employee or other representative designated by Seller. Seller agrees, and its representatives will agree, to hold all information that Seller receives in confidence except as is necessary for Seller to enforce its rights under this Agreement. Seller shall give buyer prior notice of its exercise of its rights hereunder specifying the date upon which the audit will commence. Such audits shall be conducted during normal business hours. Buyer shall cooperate in the conduct of the audit. The Seller shall use commercially reasonable efforts to minimize the disruption of the conduct of the business during the audit.

- 5.10 Buyer's Servicers.
- (a) If any attorney or law firm is used to collect a Receivable on behalf of Buyer, Buyer shall contract directly with such attorney or law firm and Buyer shall provide to such attorney or law firms accurate and frequent reconciliations of the balances of the Receivables being collected by such attorney or law firm.
- (b) If Buyer employs any agent or subcontractor in connection with the Receivables, Buyer shall provide Seller with written evidence (acceptable to Seller) of said agent's or subcontractor's compliance with the provisions of this Agreement. Buyer shall have formal written contracts with all subcontractors (including Buyer's affiliates) and shall ensure that all regulatory and similar obligations of Buyer under this Agreement are contractually undertaken by each subcontractor. Buyer shall include in its subcontracts as flow-down provisions, provisions relating to compliance with Applicable Law, and any other provisions as necessary for Buyer to fulfill its obligations under this Agreement.

5.11 <u>Seller's Contact Information</u>. If an Account Debtor requests that Buyer provide Seller's contact information to such Account Debtor, Buyer may provide the following as Seller's contact information: GE Capital Retail Bank, P.O. Box 965033, Orlando, FL 32896-5033.

# ARTICLE VI USE OF NAMES

6.1 Use of Names. Buyer shall use (and shall ensure that each permitted assignce and any other Person taking action in respect of Receivables only shall use) only Buyer's (or such other Person's) own name when taking action in respect of Receivables. Buyer shall not state, represent or imply (and shall ensure that no permitted assignee or other Person taking action in respect of Receivables states, represents or implies) that Buyer (or such other Person) is connected in any manner with, or acting for or on behalf of, Seller, Seller's Affiliates or any Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables. Buyer shall not (a) use the marks and/or names of, or otherwise refer to (and shall ensure that no permitted assignee or other Person taking action in respect of Receivables uses the marks and/or names of, or otherwise refers to) Seller, Seller's Affiliates or any Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables, including the marks and/or names of the establishment(s) at which the credit account generating the Receivable was used or (b) use (and shall ensure that no permitted assignee or other Person taking action in respect of Receivables uses) any names and/or marks similar to the names and/or marks of Seller, Seller's Affiliates or any Person with whom Seller or

its Affiliates has a program or other agreement relating to Receivables, including the name of the establishment(s) at which the credit account generating the Receivable was used. The foregoing notwithstanding, however, Buyer (and any person acting on behalf of Buyer, any permitted assignee and any other Person servicing such Receivables) may use the name of Seller solely for the purpose of identifying a Receivable (a) in communications with an Account Debtor on such Receivable in order to collect amounts outstanding thereon, (b) in connection with filing suit, (c) in connection with the sale or financing of the purchase of such Receivable, (d) for internal reporting purposes, or (e) in bankruptcy and probate proceedings provided, however, that neither Buyer nor any person acting on behalf of Buyer or any permitted assignee (and any other Person servicing such Receivables) shall state or represent in any way that it is taking action for or on behalf of Seller or any of Seller's Affiliates.

#### ARTICLE VII NON-CONFORMING RECEIVABLES

7.1 <u>Definition</u>. For purposes of the Agreement, a Receivable shall be considered a "Non-Conforming Receivable" if any of the following conditions apply to such Receivable:

- (a) the Receivable was, in the reasonable opinion of Seller, created as a result of fraud or forgery or Seller's mistake;
- (b) on or prior to the applicable Cut-Off Date, the Account Debtor was deceased;
- (c) on or prior to the applicable Cut-Off Date, the debt represented by such Receivable was reaffirmed or discharged in a Bankruptcy Case;
- (d) on or prior to the applicable Cut-Off Date, the debt represented by such Receivable was compromised, settled, paid in full or satisfied;
- (e) on or prior to the applicable Cut-Off Date, a representation or warranty of Seller made herein as to such Receivable was untrue or incorrect in any material respect;
- (f) on or prior to the applicable Cut-Off Date, the Account Debtor on such Receivable was released from liability on the Receivable by Seller;
- (g) on or prior to the applicable Cut-Off Date, the Account Debtor filed a Bankruptcy petition.
- (h) Seller fails or is unable to provide billing statements or an account agreement that is requested by Buyer pursuant to Section 5.3 of this Agreement and is required by applicable law to (i) validate such Receivable; or (ii) to institute legal proceedings against an Account Debtor in order to collect or recover any portion of such Receivable.

For the avoidance of doubt (and notwithstanding anything otherwise provided herein), the parties hereto acknowledge and agree that a Receivable shall not constitute a Non-Conforming Receivable, and/or that a representation or warranty of Seller shall not be untrue or breached, solely because any security interest relating to such Receivable is not valid, perfected or enforceable.

#### 7.2 Seller's Duty/Right to Repurchase.

- (a) During the first one hundred eighty (180) days after the applicable Transfer Date, Buyer may notify Seller in writing of any good faith determination by Buyer that a Receivable is a Non-Conforming Receivable. Any such notification shall include the information and follow the procedures set forth in Exhibit C hereto. Within sixty (60) days following Seller's receipt of Buyer's determination that the Receivable is a Non-Conforming Receivable, in the format specified in the Agreement, Seller shall in good faith confirm or deny that the Receivable is a Non-Conforming Receivable. Any dispute between the parties as to whether a Receivable is a Non-Conforming Receivable shall be resolved according to the procedures set forth in Section 7.2(d). Seller shall purchase such Receivable for an amount equal to (i) the Purchase Price for such Receivable, less (ii) any recoveries on such Receivable that Buyer may have received on or after the applicable Transfer Date, less (iii) any credit given by Seller to Buyer for payments on the Receivable received by Seller before the applicable Transfer Date. In the event that the sum of recoveries and credit given on the Receivable as specified in clauses (ii) and (iii) in the previous sentence exceeds the Purchase Price of such Receivable, Seller shall pay Buyer nothing, and Buyer, on the date specified by Seller for repurchase, shall pay Seller in cash the difference between (x) the sum of the recoveries received by Buyer on or after the applicable Transfer Date and credit given by Seller to Buyer for payments on the Receivable received by Seller before the applicable Transfer Date and (y) the Purchase Price for such Receivable. In the event that Buyer fails to notify properly Seller of any determination by Buyer that a Receivable is a Non-Conforming Receivable within one hundred eighty (180) days after the applicable Transfer Date (and Seller has not exercised its rights under subsection (b) below in respect thereof), said Non-Conforming Receivable shall be solely the responsibility of Buyer and Seller shall have no obligation to repurchase such Non-Conforming Receivable.
- (b) In the event that Seller at any time determines that (i) a Receivable is a Non-Conforming Receivable, (ii) there is a pending or threatened suit, action, arbitration or other legal proceeding or investigation relating to Seller or a Receivable and resolution of the matter would be facilitated if Seller owned such Receivable, or (iii) such Receivable should not be recovered or collected or should not have been sold due to a possible legal defect or infirmity, Seller may advise Buyer that it wishes to repurchase

the same, in which event Seller shall purchase such Receivable for an amount equal to the Purchase Price therefor. Upon such request and payment by Seller, Buyer shall immediately, but no more than ten (10) days, transfer the non-conforming receivable to Seller.

- (c) Unless Buyer is sued by a third party and entitled to indemnification from Seller under Article X hereof, repurchase by Seller pursuant to this Article VII shall constitute the sole and exclusive remedy of Buyer in respect of any Non-Conforming Receivable and, except for the remedies in this Article VII, Buyer hereby waives any and all rights and remedies to sue Seller in law or equity for damages or other relief in respect of such Non-Conforming Receivable.
- (d) Any unresolved dispute between the parties in connection with Section 7.2(a) shall be settled through good faith consultations between the parties. If agreement cannot be reached through consultations between the parties, the dispute shall be submitted to binding arbitration for resolution. The arbitration shall take place in New York, New York, and shall be conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules thereof (the "Rules") except as modified hereby. A single neutral arbitrator with no past or current business affiliations with either Buyer or Seller shall make all necessary determinations, including the arbitration decision. Within ten (10) days after delivery of a notice of arbitration, the disputing parties shall commence conferring in good faith regarding the selection of the arbitrator. The disputing parties shall select the arbitrator within twenty (20) days after delivery of the notice of arbitration. If the arbitrator shall not have been so selected by such date then the arbitrator will be selected by the American Arbitration Association in accordance with the Rules. The arbitrator's decision must be in writing and shall set forth the reasons therefor. Such decision shall be a conclusive determination of the matter and binding on the disputing parties and shall have the effect of an arbitration award, and shall not (to the extent permitted by Applicable Law) be contested by any of the disputing parties. The fees and expenses of the arbitrator shall initially be borne equally by the parties, and ultimately shall be allocated between or among the disputing parties by the arbitrator in accordance with the arbitrator's final decision.

# ARTICLE VIII NO BUYER RIGHT OF TRANSFER

8.1 <u>No Right of Transfer</u>. Buyer may not assign, sell, encumber, transfer or convey its rights under this Agreement or with respect to any Receivable.

# 8.2 Securitization: Collateral.

- (a) Notwithstanding the terms and conditions of Section 8.1, Buyer may sell or transfer the Receivables to one or more of its directly or indirectly wholly owned entities or to one or more trusts established by such entities, in either case, for the sole purpose of issuing securities backed by the Receivables or as collateral for financing of Receivables, provided that Buyer shall be the servicer with respect to such securitization.
- (b) Buyer may pledge or create a security interest in the Receivables to or for a lender as collateral for a loan, provided that (a) such lender is a reputable Person, and agrees in writing to the same representations, warranties, indemnification and insurance obligation and other terms (including those in respect of Non-Conforming Receivables and further Receivables transfers) applicable to Buyer that are set forth in this Agreement (as though such lender was a subsequent buyer) in the event that it exercises its remedies as a secured party; (b) Buyer shall promptly inform Seller of the identity of any Person to whom Buyer has pledged or assigned the Receivables, but only in the event that such pledgee or assignee exercises its remedies as a secured party; and (c) Buyer shall remain the servicer with respect to the pledged Receivables. No such securitization or pledge of, or creation of a security interest in, the Receivables shall (1) provide for or permit the further assignment, encumbrance, transfer or conveyance of Receivables by the trusts or lenders other than in accordance with Section 8.1 or (2) otherwise release Buyer from its liabilities or obligations under this Agreement.

# ARTICLE IX UCC FILINGS

9.1 UCC Filings Against Buyer. On or after the date of reassignment, Buyer shall sign at Seller's reasonable request any UCC financing statement or continuation statement required to perfect the reassignment of Receivables to Seller from Buyer. On and after such reassignment, Buyer promptly shall give Seller written notice of any changes in its name and location of its chief executive office.

#### ARTICLE X INDEMNIFICATION

10.1 By Buyer. Buyer shall indemnify and hold harmless Seller, Seller's Affiliates and any Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables (including owners of the establishment(s) at which the credit account generating the Receivables were used), and any of their respective shareholders, officers, directors, agents or employees, from and against any claim, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney's fees and costs of suits) that arise from or relate to (a) any breach by Buyer or any assignee of the representations, warranties, covenants and

other responsibilities set forth in this Agreement, (b) any other act or omission by Buyer or any assignee or any of their respective officers, directors, agents, employees, representatives, assignees with respect to the Receivables committed or occurring after the applicable Transfer Date, or (c) the improper use by Buyer or any assignee of the Receivables of the name, marks or other property or information of Seller, its Affiliates or any other Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables.

10.2 By Seller. Seller shall indemnify and hold harmless Buyer, Buyer's Affiliates and any of their respective shareholders, officers, directors, agents or employees, from and against any claims, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney's fees and costs of suits) that arise from or relate to (a) any breach by Seller of its representations, warranties, covenants or other responsibilities set forth in this Agreement, other than the representation and warranty set forth in Sections 4.1 (h) and 4.1 (i) of this Agreement, or (b) any other act or omission by Seller or any of its respective officers, directors, agents, employees, representatives or assignees with respect to the Receivables committed or occurring prior to the applicable Transfer Date. Notwithstanding the foregoing, nothing in this Section 10.2 shall be construed as requiring Seller to indemnify Buyer for any impairment of any Receivable; Buyer's sole remedy for any such impairment is its right to have Seller repurchase a Non-Conforming Receivable pursuant to section 7.2.

10.3 Data Accuracy and Receivable Validity. Buyer's sole remedy for a breach of Seller's representations and warranties set forth in Sections 4.1 (h) and/or 4.1 (i) of this Agreement shall be as expressly set forth in this Section 10.3. Seller shall indemnify and hold harmless Buyer, Buyer's Affiliates and any of their respective shareholders, officers, directors, agents or employees, from and against any claim, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney's fees and costs of suits) that arise from or relate to any breach by Seller of its representations and warranties set forth in Sections 4.1 (h) and/or 4.1 (i) of this Agreement, provided that Seller's indemnification obligations under this Section 10.3 shall be limited to only requests for indemnification received by Seller from Buyer no later than two (2) years after the applicable Transfer Date for the Receivable that is the subject of the request and made by Buyer in accordance with the provisions of Section 10.5 of this Agreement.

10.4 <u>Limitations to Seller's Indemnification Obligations</u>. Buyer acknowledges that it has purchased the Receivables without reliance on any representations or warranties of Seller except as expressly provided herein, and that the Purchase Price reflects such fact. As a result, Buyer agrees that in no event shall Seller be liable for special, consequential or punitive damages of Buyer, Buyer's Affiliates or any purchaser or assignee of Receivables.

10.5 <u>Indemnification Procedure</u>. Whenever any claim of the type which would occasion indemnification under Article X hereof is asserted or threatened against any party hereto, that party shall promptly notify the other party hereto. The

notice shall include, if known, the facts constituting the basis for such claim, including, if known, the amount or an estimate of the amount of the liability arising therefrom. In the event of any claim for indemnification hereunder resulting from or in connection with the claim or legal proceedings of a claimant not a party to this Agreement, the indemnifying party shall have the right, at its option, at its expense and with its own counsel (which counsel shall be reasonably satisfactory to the party seeking indemnification) to assume the defense of any such claim or any litigation resulting from such claim or to participate with its own counsel (which counsel shall be reasonably satisfactory to the indemnified party) in the compromise or defense thereof. If the indemnifying party undertakes to assume the defense of any such claim or litigation or participate in the compromise thereof, it shall promptly notify the indemnified party of its intention to do so, and, as a condition to the indemnifying party's indemnification obligation, the indemnified party shall cooperate reasonably with the indemnifying party and its counsel (but at the sole expense of the indemnifying party) in the defense against or compromise of any such claim or litigation. Anything in this Section 10.4 to the contrary notwithstanding, the indemnified party shall not compromise or settle any such claim or litigation without the prior written consent of the indemnifying party, which consent will not be unreasonably withheld; provided, however, that if the indemnified party shall have any potential liability with respect to, or may be adversely affected by, such claim or litigation, the indemnifying party shall not settle or compromise such claim or litigation without the prior written consent of the indemnified party.

10.6 Insurance. From and after the date of this Agreement and at all times that Buyer owns the Receivables, Buyer shall carry and maintain, at Buyer's sole cost and expense, standard commercial general liability insurance, including premises/operations, products, completed operations, personal and advertising liability, including libel and slander, and contractual liability coverages, to afford protection to the limits of not less than two million dollars (\$2,000,000) in the aggregate, which requirement may be satisfied if such insurance is maintained by a servicer or by a party to whom Buyer sells or assigns all of the Receivables. Such insurance shall be effected under a valid enforceable policy (or policies) issued by an insurer of recognized responsibility which is licensed in the States of Connecticut, Georgia, Ohio and New York. Buyer shall, contemporaneously with the execution of this Agreement, furnish to Seller an original certificate evidencing such coverage, which certificate shall state that such insurance may not be changed or canceled without thirty (30) days' prior written notice to Buyer and Seller, and thereafter a certificate of renewal shall be delivered to Seller not less than thirty (30) days prior to the expiration of the original policy or preceding renewal.

# ARTICLE XI CONFIDENTIALITY

[1.1 <u>General</u>. All oral and written information about Seller and Buyer, their respective credit account businesses and customers, including Account Holders, and this Agreement (including the Purchase Price) (collectively, the "<u>Records</u>"), are valuable and proprietary assets. Seller and Buyer (and each of their respective employees and agents) shall treat the Records as strictly confidential and, except as expressly authorized hereunder, will not disclose such Records to any Person or use such Records other than in accordance therewith, to collect or assess the Receivables, (ii) its employees, members or prospective members, lenders, consultants and professional advisors, if such Person agrees to the terms of this confidentiality provision in writing. Each party hereto will use its best efforts to ensure that its employees and agents maintain such confidentiality. Each party hereto will notify the other party hereto immediately upon receiving a subpoena or other legal process about the other party's Records and will cooperate with the other party thereto to comply with or oppose the subpoena or legal process.

11.2 <u>Limitation</u>. This Article 11 will not apply to information, documents, and material that are in or enter the public domain other than through a wrongful act or omission of a party hereto.

# ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or, by recognized carrier of overnight mail Notice given by registered or certified mail, postage prepaid, shall be deemed to be given for purposes of this Agreement three (3) Business Days after the date sent. Notice given by recognized carrier of overnight mail shall be deemed to have been given on the second Business Day after delivery thereof to the carrier. Notice given by personal delivery shall be deemed to be given when delivered. Unless otherwise specified in a notice in writing sent or delivered in accordance with the foregoing provisions of this Section 12.1, notices, demands, instructions and other communications shall be given to or made upon the respective parties hereto at their respective addresses indicated below:

if to Seller: GE Capital Retail Bank 4125 Windward Plaza Drive Alpharetta, GA 30005 Attn: Manager, Recovery Support & Sales Telecopier Number: 678-518-3116 E-mail Address: and

GE Capital Retail Bank 777 Long Ridge Road Stamford, CT 06902-1250 Attn: General Counsel,

if to Buyer: Crown Asset Management, LLC 3100 Breckinridge Blvd, Suite 725 Duluth, GA 30096 Attn: Brian K. Williams Fax Number: (770) 817 6702 Email Address: <u>bwilliams@crownasset.com</u>

Any party hereto may change the person or mailing address, to which notice shall be sent by giving written notice of such change to the other party in the manner provided herein.

12.2 Assignment. Buyer may not assign the Receivables, this Agreement and/or any of its rights or obligations hereunder without Seller's prior written consent, except Buyer may transfer Receivables pursuant to Article VIII hereof. Seller may freely assign this Agreement and/or its rights and/or obligations hereunder without Buyer's consent.

12.3 <u>Expenses</u>. Except as otherwise expressly provided in this Agreement, Buyer and Seller will each bear its own out-of-pocket expenses in connection with the transaction contemplated by this Agreement.

12.4 <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. The parties make no representations or warranties to each other, except as specifically set forth in or specified by this Agreement. All prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement.

12.5 <u>Amendment</u>. Neither this Agreement nor any of its provisions may be changed, waived, or discharged orally. Any change, waiver, or discharge may be effected only by a writing signed by the party against which enforcement of such change, waiver or discharge is sought.

12.6 <u>Governing Law: Severability</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE INTERNAL CONFLICT OF LAWS PROVISION OF SUCH STATE). THE PARTIES AGREE THAT ANY PERMITTED LEGAL ACTIONS BETWEEN OR AMONG BUYER AND SELLER REGARDING THIS AGREEMENT OR THE RECEIVABLES SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS IN THE STATE OF NEW YORK AND EACH OF THE PARTIES HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) IN ANY SUCH ACTION AND WAIVES ANY OBJECTION TO VENUE LAID THEREIN. Process in any such action may be served upon any party in the manner provided for giving of notices to it herein. 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 this invalid, illegal or unenforceable provision.

12.7 <u>Waivers, Etc.</u> No waiver of any single breach or default of this Agreement shall be deemed a waiver of any other breach or default of this Agreement. All rights and remedies, either under this Agreement or by law or otherwise afforded to a party, will be cumulative and not alternative.

12.8 <u>Remedies</u>. If either party hereto does not pay the full amount due and owing to the other party under this Agreement or if a party otherwise is in default under this Agreement, such party shall pay to the other party, notwithstanding any other rights and remedies available to Seller by law or under this Agreement, for such party's damages resulting from the other party's failure to comply with the terms of this Agreement, all of said party's reasonable expenses, including attorneys' fees to enforce this Agreement.

12.9 <u>Survival</u>. Except as otherwise expressly provided herein, all the representations, warranties, terms and covenants of the parties hereto, including but not limited to indemnifications, shall survive the sale of the Receivables from Seller to Buyer.

12.10 <u>Headings</u>. Paragraph headings are for reference only, and will not affect the interpretation or meaning of any provision of this Agreement.

12.11 <u>Counterparts</u>. This Agreement may be signed in one or more counterparts, all of which taken together will be deemed one original. A copy of an executed signature page to this Agreement delivered by either party hereto via telecopy shall be deemed effective on the date of such delivery.

12.12 <u>Offsets</u>. Any payment required to by made by any party to the other party may be offset by any payment required to be made by the second party to the first party.

12.13 <u>Retained Claims</u>. Buyer and Seller agree that the sale of the Receivables pursuant to this Agreement shall exclude the transfer to Buyer of any

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

Synchrony Bank

By: <u>Hen Wojelk</u> Ken Wojelk

Title: EVP Collections and Recovery\_\_\_\_\_

Crown Asset Management, LLC

By: Title: CEO

### EXHIBIT A

# BILL of SALE

For value received and in further consideration of the mutual covenants and conditions set forth in the Forward Flow Receivables Purchase Agreement (the "Agreement"), dated as of this 8<sup>th</sup> day of July, 2014 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller") and Crown Asset Management, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on each Transfer Date, and as further described in the Agreement.

Synchrony Bank

By: <u>Ilun Wojuh</u> Ken Wojetk

Title: EVP Collections and Recovery\_\_\_\_\_

# EXHIBIT B

#### Document Request Procedures

- Log into the Retail Finance SPG site using the link: http://supportcentral.ge.com/products/sup\_products.asp?prod\_id=139633
- Under "Support Requests" and select one of the following:
  - o Application Request
  - o Sales Slip Request
  - o Statement Request
- In the respective request, enter if the request is a single or multiple requests.
  - o Single Request
    - Enter in the following information:
      - Request Priority
      - Account Number
      - Customer Last Name
      - Customer First Name
      - For statements, indicate the specific statements needed
    - Once completed, select "submit" at the bottom of the request which will return the request to GE Capital for processing.
  - o Multiple Request
    - A new window appear, click on Multiple Media Workflow.
    - Complete the Mulitlple Media Request Template with the needed information.
    - Once completed, upload the file using the Browse function in the workflow.
- Once completed, select "submit" at the bottom of the request which will return the request to GE Capital for processing.
- Completed media will be placed into buyer's media folder for the buyers to retrieve.

# Exhibit C Non-Conforming BuyBack Request Procedures

- Log into the Retail Finance SPG site using the link: http://supportcentral.ge.com/products/sup\_products.asp?prod\_id=139633
- Under "support Requests" select the Putback and Title Request workflow.

• A new window will open on the computer with the workflow. Select the "Putback Request" radio button on the workflow.

• Attach putback request to the workflow by selecting "Browse."

• After the file is uploaded, select "submit" at the bottom of the request which will return the request to GE Capital for processing.