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CACH, LLC
PURCHASE AND SALE AGREEMENT

Sears MasterCard/Early Out Accounts

This Purchase and Sale Agreement (the "Agreement") is made as of August 17, 2011, 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 CACH, LLC ("Buyer"), organized under the laws of Colorado, with its headquarters/principal place of business at 4340 S. Monaco, 2nd Fl., Denver, CO 80237.

WHEREAS, the Bank desires to sell and Buyer desires to purchase on a monthly flow basis 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 Sears MasterCard Fresh and Sears Early Out accounts and receivables charged off prior to the applicable Closing Date, all of which are summarized monthly on the Asset Schedule (form of which is 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 "Cardholder" means the person in whose name an Account was established.

1.4 "Closing Date" means the monthly agreed upon date on or after August 17, 2011, and continuing thereafter until the Agreement is terminated pursuant to Article 12.13, or such other date mutually agreed to by Buyer and the Bank.

1.5 "Cut-Off Date" means the monthly date when the Cut-Off Date tape is created and which shall be at least one business day prior to the applicable Closing Date.

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1.6 "Purchase Price" means the Purchase Price Percentage multiplied by the Unpaid Balances summarized in the monthly Asset Schedule, subject to Pre-Closing Adjustment pursuant to Section 2.2.

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1.8 "Unpaid Balance" has the meaning shown in Section 2.1.

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, but excludes any post-charge-off interest or fees (the sum of which is the "Unpaid Balance"), Buyer is not acting in reliance on any representation by the Bank, except as set forth in Article 3 below. Bank did not employ any selection criteria, materially adverse to the interest of Buyer, in selecting the Accounts sold to the Buyer hereunder.

2.2 Pre-Closing Adjustment. The Purchase Price amount stated in Section 1.6 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. 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 were 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 fifteen percent (15%) 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 Seller's receipt of the Purchase Price for delivery to Buyer by express courier, next day delivery, or email. In the event Seller 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 Seller. 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.

[redacted]

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 Representations Concerning Accounts. With respect to each Account, the Bank represents that to the best of its knowledge as of the Closing 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) 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;

(h) there is no dispute, claim, action, suit or proceeding pending or threatened with respect to any Account;

(i) the current balance on the Account is more than $100.00.

(j) each Account is closed and there is no requirement for future advances of credit or other performance by Bank;

[redacted]

(k) 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;

(l) 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; and

(m) no Account sold herein has been issued a 1099-C.

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 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(g) and (k) 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 customer'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, debtor 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:

[redacted]

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 business 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 Seller repurchases any Account under this Agreement, all right, title and interest in the repurchased Account shall automatically re-vest to Seller and Seller shall be entitled to receive all payments made to the Account after the repurchase date.

3.5 No Adverse Selection. The Bank reserves the right to withhold up to 10% of the like eligible Accounts for internal control purposes, but will not sell retained accounts to any third party for at least 12 months following the closing date for the related Accounts. The Bank will not employ any selection criteria, materially adverse to the interest of Buyer, in selecting the Accounts sold to the Buyer hereunder. Each portfolio sold to Buyer under the terms of this Agreement shall not differ materially from each other or from the bid file initially presented to Buyer.

[redacted]

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 Colorado. 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 any Cardholder or 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 3.3.

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.

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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, 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. All correspondence sent by Buyer to any Cardholder will follow all applicable laws, rules and regulations. 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.

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6.3 Credit Bureau Reporting. The Bank may promptly request that the major credit reporting agencies (including, without limitation, Equifax, Experian 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 whether the bankruptcy proceeding or the discharge occurred before or after closing. Furthermore, Buyer shall immediately cease any collection efforts upon receiving

notice (whether from a Account Holder, the Bank, or a third party on behalf of a Account Holder) that a Account Holder has discharged the debt in bankruptcy, and shall not re-commence collection activity until Buyer has conducted a reasonable investigation into the Account Holder's claim and determined, based upon reasonable evidence, that the Account Holder's claim is unfounded. If Buyer learns of an indicator, note or flag that demonstrates that the Account Holder 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 the Buyer may deem necessary or appropriate. The parties agree that 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. 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.

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, 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 Seller'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 Seller's name only within the K-1 segment of the Metro 1 or 2 furnishing file when reporting an Account to a credit bureau.

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[redacted]

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 60th Street North
Sioux Falls, SD 57117

with copy: Citicorp Credit Services, Inc. (USA)
[redacted]
7920 NW 110th Street
Kansas City, MO 64153

If to Buyer: CACH, LLC
[redacted]with a copy to General Counsel
4340 S. Monaco, 2nd Fl
Denver, CO 80237

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.

[redacted]

[redacted]

Notwithstanding the foregoing sentence, Back or Buyer 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 contemplated by 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.

12.13 Term. This Agreement may be terminated by either party, for any reason or no reason at all, by giving the other party at least sixty (60) days advance written notice of termination. Termination shall be effective upon the last day of the sixty day notice period. [redacted]

[redacted]

[redacted]

[redacted]

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)

[redacted]

[redacted]

CACH, LLC

[redacted]
(Signature)

Name:

[redacted]

[redacted]

[redacted]

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	Cut-Off Date
Sears MC Fresh				
Sears MC Early Out				

[redacted]

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: Account No: XXXX-XXXX-XXXX-____
Social Security No: XXX-XX-____

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

1. That s/he is an employee of Citicorp Credit Services, Inc. (USA) ("CCSI") located at 7920 NW 110th Street, Kansas City, MO 64153, and is authorized to make the statements and representations herein. CCSI is a subsidiary of Citibank, N.A. ("Citibank") and services credit card accounts for Citibank, including maintaining and recording information in Citibank's records as they relate to credit cards owned by Citibank. 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 and/or CCSI.

2. My duties include having knowledge of, and access to, business records relating to the Citibank account referenced above. These records are kept by CCSI on behalf of Citibank in the regular course of business and it was in the regular course of business of Citibank and/or CCSI 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 CCSI, in the regular course of business, provides various credit card processing services to Citibank, 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 XXXX-XXXX-XXXX-_____ was opened on, or acquired by Citibank on, _____ in the name of _____, with a Social Security Number with the last four digits ending in: _____ (Account).

5. That the records of Citibank indicate that as of the date the Account was sold, there was due and payable on the Account $_____. The affiant further states that, to the best of his/her 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 was 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: _____
Citicorp Credit Services, Inc. (USA)

Subscribed and sworn to before me this _____ day of _____, 20__ by _____, an employee of Citicorp Credit Services, Inc (USA).

_____
Notary Public

Notary Stamp/Seal

My commission expires: _____

[redacted]

EXHIBIT 4

UCC-1 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.

[redacted]

[redacted]

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Print Reset

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'S NAME: CitiBank (South Dakota), N.A.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 701 East 60th Street North | CITY: Sioux Falls | STATE: SD | POSTAL CODE: 57117 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 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'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 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 SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S 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 (South Dakota) N.A. and (Buyer).

CitiBank (South Dakota) N.A. and (Buyer) intend the transactions contemplated by the agreements to constitute an absolute assignment of CitiBank (South Dakota) 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 (South Dakota) N.A.

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

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

[redacted]

[redacted]

CACH, LLC
PURCHASE AND SALE AGREEMENT

Sears MasterCard/Early Out Accounts

This Purchase and Sale Agreement (the "Agreement") is made as of August 17, 2011, 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 CACH, LLC ("Buyer"), organized under the laws of Colorado, with its headquarters/principal place of business at 4340 S. Monaco, 2nd Fl., Denver, CO 80237.

WHEREAS, the Bank desires to sell and Buyer desires to purchase on a monthly flow basis 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 Sears MasterCard Fresh and Sears Early Out accounts and receivables charged off prior to the applicable Closing Date, all of which are summarized monthly on the Asset Schedule (form of which is 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 "Cardholder" means the person in whose name an Account was established.

1.4 "Closing Date" means the monthly agreed upon date on or after August 17, 2011, and continuing thereafter until the Agreement is terminated pursuant to Article 12.13, or such other date mutually agreed to by Buyer and the Bank.

1.5 "Cut-Off Date" means the monthly date when the Cut-Off Date tape is created and which shall be at least one business day prior to the applicable Closing Date.

[redacted]

[redacted]

1.6 "Purchase Price" means the Purchase Price Percentage multiplied by the Unpaid Balances summarized in the monthly Asset Schedule, subject to Pre-Closing Adjustment pursuant to Section 2.2.

[redacted]

1.8 "Unpaid Balance" has the meaning shown in Section 2.1.

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, but excludes any post-charge-off interest or fees (the sum of which is the "Unpaid Balance"), Buyer is not acting in reliance on any representation by the Bank, except as set forth in Article 3 below. Bank did not employ any selection criteria, materially adverse to the interest of Buyer, in selecting the Accounts sold to the Buyer hereunder.

2.2 Pre-Closing Adjustment. The Purchase Price amount stated in Section 1.6 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. 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 were 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 fifteen percent (15%) 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 Seller's receipt of the Purchase Price for delivery to Buyer by express courier, next day delivery, or email. In the event Seller 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 Seller. 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.

[redacted]

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 Representations Concerning Accounts. With respect to each Account, the Bank represents that to the best of its knowledge as of the Closing 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) 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;

(h) there is no dispute, claim, action, suit or proceeding pending or threatened with respect to any Account;

(i) the current balance on the Account is more than $100.00.

(j) each Account is closed and there is no requirement for future advances of credit or other performance by Bank;

[redacted]

(k) 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;

(l) 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; and

(m) no Account sold herein has been issued a 1099-C.

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 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(g) and (k) 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 customer'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, debtor 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:

[redacted]

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 business 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 Seller repurchases any Account under this Agreement, all right, title and interest in the repurchased Account shall automatically re-vest to Seller and Seller shall be entitled to receive all payments made to the Account after the repurchase date.

3.5 No Adverse Selection. The Bank reserves the right to withhold up to 10% of the like eligible Accounts for internal control purposes, but will not sell retained accounts to any third party for at least 12 months following the closing date for the related Accounts. The Bank will not employ any selection criteria, materially adverse to the interest of Buyer, in selecting the Accounts sold to the Buyer hereunder. Each portfolio sold to Buyer under the terms of this Agreement shall not differ materially from each other or from the bid file initially presented to Buyer.

[redacted]

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 Colorado. 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 any Cardholder or 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 3.3.

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.

[redacted]

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.

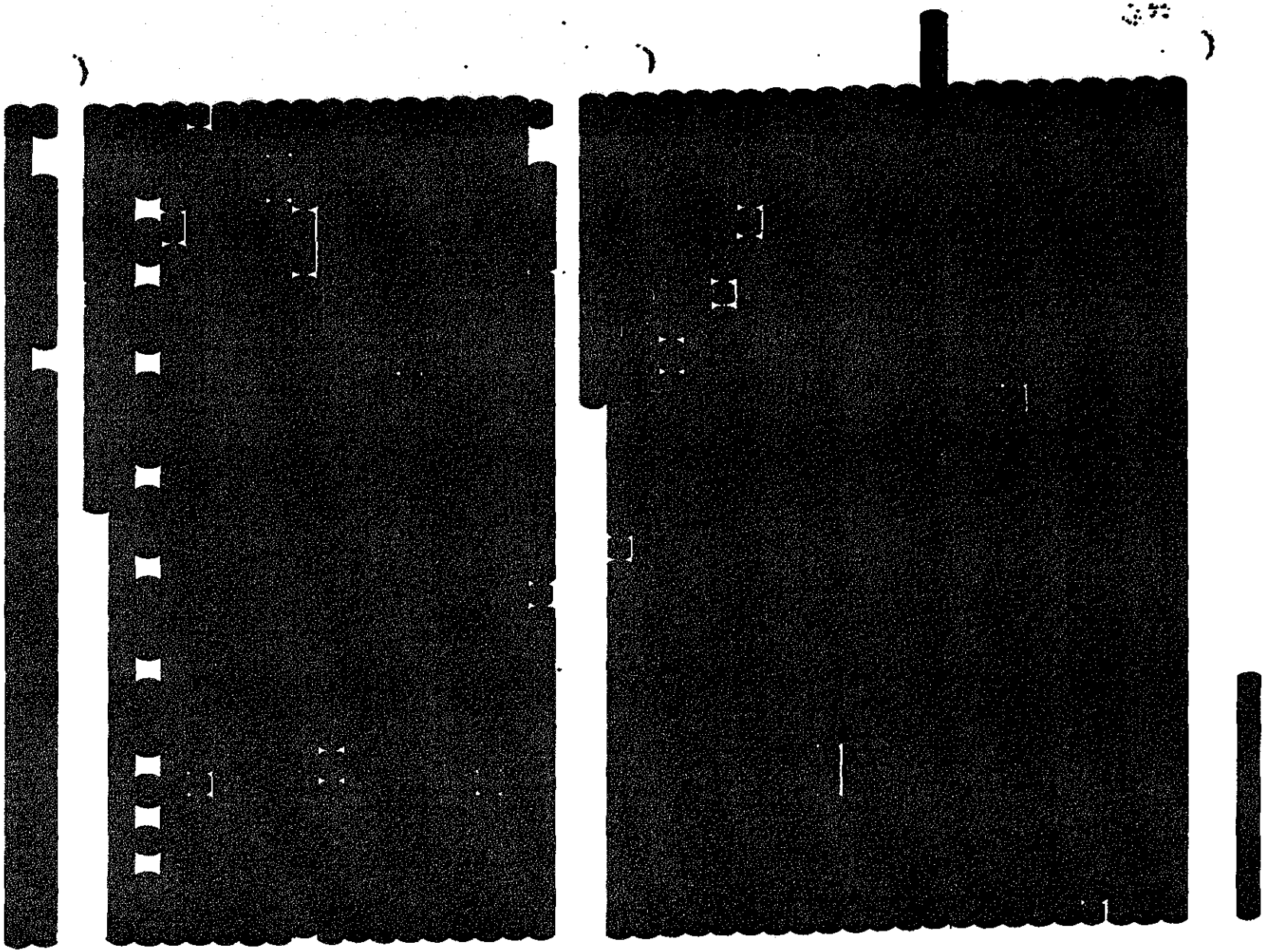
5.3 No Violation of Law. Consummation by Buyer and the Bank of the transactions contemplated by this Agreement and performance of this Agreement will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to Buyer or the Bank.

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, 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. All correspondence sent by Buyer to any Cardholder will follow all applicable laws, rules and regulations. 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.

[redacted]



[redacted]

6.3 Credit Bureau Reporting. The Bank may promptly request that the major credit reporting agencies (including, without limitation, Equifax, Experian 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 whether the bankruptcy proceeding or the discharge occurred before or after closing. Furthermore, Buyer shall immediately cease any collection efforts upon receiving

notice (whether from a Account Holder, the Bank, or a third party on behalf of a Account Holder) that a Account Holder has discharged the debt in bankruptcy, and shall not re-commence collection activity until Buyer has conducted a reasonable investigation into the Account Holder's claim and determined, based upon reasonable evidence, that the Account Holder's claim is unfounded. If Buyer learns of an indicator, note or flag that demonstrates that the Account Holder 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 the Buyer may deem necessary or appropriate. The parties agree that 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. 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.

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, 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 Seller'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 Seller's name only within the K-1 segment of the Metro 1 or 2 furnishing file when reporting an Account to a credit bureau.

[redacted]

[redacted]

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[redacted]

[redacted]

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 60th Street North Sioux Falls, SD 57117
with copy:	Citicorp Credit Services, Inc. (USA) [redacted] 7920 NW 110th Street Kansas City, MO 64153
If to Buyer:	CACH, LLC [redacted]with a copy to General Counsel 4340 S. Monaco, 2nd Fl Denver, CO 80237

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 or Buyer 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 contemplated by 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.

12.13 Term. This Agreement may be terminated by either party, for any reason or no reason at all, by giving the other party at least sixty (60) days advance written notice of termination. Termination shall be effective upon the last day of the sixty day notice period.

[redacted]

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____, 20__.

By: _____
Citicorp Credit Services, Inc. (USA)

Subscribed and sworn to before me this _____ day of _____, 20__ by _____, an employee of Citicorp Credit Services, Inc (USA).

_____

Notary Public

Notary Stamp/Seal

My commission expires: _____

[redacted]

EXHIBIT 4

UCC-1 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.

[redacted]

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME

1a. ORGANIZATION'S NAME

CitiBank (South Dakota), N.A.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 701 East 60th Street North | CITY: Sioux Falls | STATE: SD | POSTAL CODE: 57117 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID # if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 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 SP)

3a. ORGANIZATION'S 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 (South Dakota) N.A. and (Buyer).

CitiBank (South Dakota) N.A. and (Buyer) intend the transactions contemplated by the agreements to constitute an absolute assignment of CitiBank (South Dakota) 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 (South Dakota) N.A.

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

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] | ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

[redacted]