

RECEIVABLES PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of October 1, 2008, by LP Investments, Ltd., ("Seller") and Elmhurst Receivables, LLC ("Purchaser").

WHEREAS, Seller desires to sell certain of its charged-off accounts to Purchaser and Purchaser desires to purchase such charged-off accounts, all on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**

As used herein, capitalized terms have the following respective meanings:

"Account" means a charged-off receivable, account established for a Customer, on which there is an Unpaid Balance due and owing.

"Account Documents" means originals or copies of documents evidencing or memorializing any of the creation, terms, transactions, or status of an Account.

"Affidavit of Account" means an affidavit executed by an authorized representative of Seller or Prior Owner of the Account stating that the books and records of the Account show a Customer on an Account owes an Unpaid Balance.

"Available Accounts" means a charged-off receivable listed on Exhibit B, which Seller has previously purchased.

"Bill of Sale" means a bill of sale and assignment in the form of Exhibit "A" hereto, which will act to confirm transfer all of Seller's right title and interest in the Charged-off Accounts to the Purchaser.

"Customer" means the person or entity who or which is obligated to repay an Account, or if there are multiple persons or entities obligated to repay an Account, all such persons or entities collectively.

"Charged-off Account" means an Account which the Original Issuer has charged-off its books in accordance with usual and customary accounting practices, and which Account was subsequently sold and assigned to Seller, who is the owner and holder as of the Closing Date, and is identified with particularity on the electronic disc attached hereto as Exhibit "B."



"Closing Date" means October 1, 2008.

"Closing Statement" means a document in the form of Exhibit "H" hereto, specifying the aggregate Unpaid Balance of the Charged-off Accounts, the number of Charged-off Accounts, the Purchase Price Percentage, the Purchase Price, and the Closing Date.

"Cut-off Date" means October 1, 2008, or such subsequent monthly other date as may be agreed upon by the parties, and is the date which, prior to and through, all risk and right to the Charged-off Accounts and collections thereon shall lie with the Seller, and after which all risk and right to the Charged-off Accounts collections thereon shall lie with the Purchaser.

"Ineligible Account" means any Account which prior to the Cut-Off Date: (i) has been settled, satisfied, or been released, (ii) whose Customer has voluntarily or involuntarily become subject to bankruptcy proceedings, (iii) has been charged off as a fraudulent Account, (iv) whose Customer is deceased, (v) the Seller does not have clear title to, or (vi) is the subject of pending litigation.

"Original Issuer" means a person that issues credit cards or consumer loans, or its affiliates, subsidiaries, acquired entities, or joint ventures, as may be applicable.

"Payment Schedule" means payment terms as presented in Exhibit "C".

"Prior Owner" shall mean any person that was an owner and holder of a Charged-off Account prior to Seller, including their subsidiaries and/or affiliates.

"Proprietary Information" means Seller's books, records, documents, this Agreement, and all other information of any type furnished by whatever means to Purchaser relative to any Accounts or otherwise pursuant to this Agreement, but does not include information that (a) is generally known and distributed by publication, commercial use or otherwise through no fault of Purchaser, (b) is lawfully obtained by Purchaser from a third party who has the right to make such disclosure, or (c) is released for publication by the Seller in writing.

"Purchase Price" means the total amount paid by Purchaser to Seller, in U.S. Dollars, in consideration for the assignment of the Charged-off Accounts, calculated by multiplying the aggregate Unpaid Balances of the Charged-off Accounts on the Closing Date by the Purchase Price Percentage.

"Purchase Price Percentage" means 2.65% by which the aggregate Unpaid Balances of the Charged-off Accounts is multiplied to determine the Purchase Price.

"Purchaser" means Elmhurst Receivables, LLC.

"Seller" means LP Investments, Ltd.

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"Unpaid Balance" means, as to any Charged-off Account at the time of charge-off, the total outstanding unpaid principal balance due and owing, less payments subsequently received, as shown on Seller's books and records.

2. Sale of Accounts

(a) Subject to the terms and conditions of this Agreement and Exhibits, on the Closing Date Seller will sell to Purchaser the Charged-off Accounts, and assign and transfer to Purchaser all of its rights, title and interest in and to the Charged-off Accounts.

(b) In consideration for the sale by Seller to Purchaser of the Charged-off Accounts, Purchaser agrees to pay Seller the Purchase Price by wire transfer of immediately available funds in accordance with Seller's wire instructions.

(c) On the Closing Date, Seller shall deliver to Purchaser the Bill of Sale and any and all Account Documents in Seller's possession.

3. Placement for Collections

Purchaser shall continue to place with the current third party collection agencies utilized by Seller those Accounts for which Seller has received at least one payment prior to the Cut-Off date. Seller shall also have the option of performing payment processing on such accounts under a lock box services agreement with Purchaser, a term of which shall be that monthly Seller will provide to Purchaser a combined agency remittance report that for the preceding month sets forth both gross collections as well as third party agency fees.

4. Reimbursement of Ineligible Accounts

Seller shall use its best efforts to determine that the Charged-off Accounts do not include any Ineligible Accounts. If, within 180 days following the Cut-off Date, it is determined that Ineligible Accounts were included in the Charged-off Accounts, then the Seller agrees to reimburse the Purchaser in an amount equal to (i) accounts that, as of Cut Off Date are out of statute, equal to 0.001655 (ii) Accounts that, as of Cut Off Date are in statute and that are not paying, equal to .031608 (iii) Accounts that, as of Cut Off Date are currently paying, equal to .20 of the Unpaid Balance of such Ineligible Account(s), less any collections received by Purchaser on such Ineligible Account(s). Purchaser shall deliver or "put back" such Ineligible Accounts to Seller one time per month only. Seller shall credit the refund pro-rata over the remaining payments on the Payment Schedule. Any payments received by Purchaser on such Accounts will be promptly forwarded to Seller. Purchaser shall provide Seller with reasonable written documentation needed by Seller to verify the status of any Ineligible Account. Purchaser agrees to provide information regarding the Ineligible Account on such forms and in such manner as may be required by Seller. Purchaser understands that ineligible Accounts may inadvertently

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be included in the Accounts. The remedy in this Section 4 is the sole remedy of Purchaser with respect to ineligible Accounts, and the inclusion of an ineligible Account shall not be deemed a breach of warranty, representation or covenant by Seller giving rise to any other claim or remedy for Purchaser.

5. Representations and Warranties

Seller warrants that all data, including but not limited to, balance, date of charge-off, date of last payment and loan type, supplied to Purchaser is true and accurate to the best of Seller's knowledge, and that Seller has not altered in any way the integrity of the data. Purchaser understands and acknowledges that Seller originally received the data from a Prior Owner, and that Seller has relied on the accuracy of such data.

Buyer agrees and acknowledges that this sale of Accounts is made "as-is" without recourse or representation as to the character, accuracy or sufficiency of information or collectability, expressed or implied. Buyer agrees to comply, and to cause any assignee to comply, with all applicable state and federal regulations, including, but not limited to the Gramm Leach Bliley Act, and all debt collection laws and regulations. Buyer further agrees that neither it, nor its employees, agents, or representative of any type, will contact the originators or Original Issuer, without the written consent of the Seller.

In the performance of its collection efforts, and in the course of collection of the Charged-off Accounts, Purchaser, as owner and holder of the Accounts, agrees at all times to conform with all requirements, all applicable federal, state and local laws, rules and regulations applicable to the conduct of such activities, including, without limitation, the requirements of the federal Fair Debt Collection Practices Act, the federal Consumer Credit Protection Act, and the federal Fair Credit Reporting Act.

Seller warrants that before the Closing Date, any actions that Seller may have taken as to reporting, collecting, and enforcing the Accounts were done in compliance with applicable state and federal laws, rules, and regulations, including but not limited to, the federal Fair Debt Collection Practices Act, the federal Consumer Credit Protection Act, and the federal Fair Credit Reporting Act.

6. Disclaimers Regarding Terms of Sale

Except as expressly stated in Paragraph 4 and 5 of this Agreement, the sale and transfer of Accounts to Purchaser from Seller pursuant to this Agreement is expressly made without recourse, and without warranty of any kind or character, including, but not limited to warranties pertaining to collectability, or accuracy or sufficiency of information furnished Purchaser. Seller has not made and makes no representation either with respect to this transaction or Accounts, other than those expressly set forth in this Agreement. Purchaser has made such independent investigation as Purchaser deems to be warranted into the nature, validity, enforceability, collectability and value of all such Accounts and all other facts it deems material to their purchase, and is entering into the

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transaction herein provided for solely on the basis of that investigation and Purchaser's own judgment, and is not acting in reliance on any representation (either written or oral) of information furnished by Seller, other than as set forth in this Agreement.

7. Arbitration

In the event that dispute or controversy regarding this Agreement or the accomplishment or transactions hereunder is not resolved by good faith discussion between the parties, then the matter shall be resolved by binding arbitration conducted in accordance with the current commercial rules of the American Arbitration Association which arbitration shall be conducted in such location as may be agreed upon by both parties.

8. Indemnification

Purchaser agrees to indemnify, defend and hold such Seller and Prior Owner (including their respective officers, members, partners, predecessors in interest, successors in interest, directors, employees, stockholders, and agents) harmless from and against any claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses or other costs (including reasonable fees and disbursements of counsel) incurred or suffered by Seller by reason of a third party claim proximately arising out of any act or omission or any misconduct of Purchaser.

Seller agrees to indemnify, defend and hold Purchaser (including its respective officers, members, partners, predecessors in interest, successors in interest, directors, employees, stockholders, and agents) harmless from and against any claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses or other costs (including reasonable fees and disbursements of counsel) incurred or suffered by Purchaser by reason of a third party claim proximately arising out of any act or omission or any misconduct of Seller prior to the Closing Date.

9. Limitation of Damages

Seller and Buyer shall not be liable to each other nor assume any obligation for incidental, consequential or special damages of any kind, related to lost profit, lost revenue, cost of capital, use of capital and/or lost services of each other.

10. Seller's Right to Recall

The parties acknowledge that there may be various, legitimate business or legal reasons for Seller to repurchase an Account. Therefore, Seller may in its sole discretion without limitation, recall any Account, including but not limited to, accounts which Seller determines may be the subject of litigation, threatened litigation, adversarial administrative action, or which are the subject of a recall request by a Prior Owner, upon notice to Purchaser any time after the Closing Date. Upon receipt of such notice, Purchaser shall immediately cease all communications with the Customer and other

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collection activity, cause its tradeline to be deleted from any credit reporting agencies as may be applicable, or cause such tradeline to reflect the Account as having been recalled to Seller. Within five (5) days of said recall notice, Purchaser shall return said Account to Seller. Seller shall pay to Purchaser the Purchase Price Percentage times the Unpaid Balance of the Account. This section shall survive the execution of this Agreement.

NO OBLIGATION TO REPURCHASE: OTHER THAN SELLER'S RIGHT TO RETAIN OR REPURCHASE AN ACCOUNT PURSUANT TO THIS SECTION 10 OR SELLER'S OBLIGATION TO REPURCHASE AN ACCOUNT PURSUANT TO SECTION 4, BUYER ACKNOWLEDGES AND AGREES THAT THE ACCOUNTS MAY BE UNENFORCEABLE ACCOUNTS AND MAY HAVE LITTLE OR NO VALUE AND THAT SELLER SHALL HAVE NO OBLIGATION TO REPURCHASE ANY ACCOUNT SOLD HEREUNDER.

11. Relationship

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relations between the parties and no party shall have the right or authority to act for or on behalf of the other with respect to any matter.

12. Notices

Any and all notices/payments or other communications required or permitted under this Agreement shall be in writing and shall be delivered by Federal Express or similar carrier for delivery next business morning, addressed as follows:

Purchaser: Elmhurst Receivables, LLC
P.O. Box 416
East Rochester, NY 14445

Seller: LP Investments, LTD
1245 S. Main St, Suite 100
Grapevine, TX 76051
Attn: Nathan Sherrill

Nathan Sherrill (817-251-7000) shall be Seller's representative for information or issues concerning the Accounts.

13. Account Documents

To the extent that such documents are reasonably available and upon written request from Purchaser, Seller shall use reasonable efforts to provide Purchaser with the Account Documents on an as needed basis up to a maximum monthly number of

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documents of 2.5% of the number of Charged-Off Accounts sold hereunder. There will be a \$10.00 charge per document requested. Following delivery of Account Documents to Purchaser, payment for such Account Documents is due thirty (30) days from Seller's invoice date. If Purchaser files any legal action to collect on a Charged-Off Account and requests or subpoenas an officer or employee of Original Issuer, Prior Owner or Seller or an affiliate of them to appear at a trial, hearing or deposition to testify about the Charged-Off Account, the Purchaser shall pay the Original Issuer, Prior Owner or Seller or the affiliate, as the case may be, fifty dollars (\$50.00) per hour for each hour or portion thereof that such employee is so engaged 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. The Purchaser shall pay such compensation plus the officer's or employee's out-of-pocket, travel and other related expenses, unless such request or subpoena arises in connection with a loss, claim or expense for which Purchaser is entitled to indemnification by Seller hereunder in which event the employee shall appear at Seller's sole expense. Where reasonable and appropriate, Seller shall give Purchaser authorization to directly contact the Original Issuer or Prior Owner.

14. Entire Agreement/Amendment

This Agreement, including Exhibits, constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior written and oral proposals, understandings, agreements and representations of any kind between Seller and Purchaser including specifically a Collections Management Agreement between Seller and Purchaser dated as of September 1, 2008, all of which are expressly merged herein. No amendment of this Agreement shall be effective unless in writing and executed by each of the parties hereto.

15. Confidentiality

Purchaser expressly acknowledges and agrees that Seller's Proprietary Information shall be confidential at all times, including after any cancellation or termination of this Agreement. Purchaser will not release or otherwise divulge any Proprietary Information to any other person without the express written consent of Seller except: (i) to those persons, including Purchaser's employees, officers and agents, acting in concert with Purchaser to carry out the provisions of any Section of this Agreement; (ii) in response to a valid and binding subpoena or order of a court of competent jurisdiction; or (iii) any bona fide prospective investor or subsequent purchaser of the Charged-off Accounts. This section shall survive the execution of this Agreement.

16. Use of Name of Seller or Prior Owner

In any litigation which Purchaser takes to collect the monies owed on the Accounts, it shall use its own name and not the name of Seller or the Prior Owner in the caption or style of the action, unless required to do so. Purchaser shall not use the name of Seller or the Prior Owner in the operation of its collection of the Accounts, including but not limited to checks, drafts, letters and forms, except to identify the Prior Owner in

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the body of a collection letter or in telephone conversations with the Customer to help to identify the Charged-off Account.

When Purchaser initially undertakes to collect the Charged-off Accounts, Purchaser will inform the Customers from whom Purchaser attempts to collect the Accounts in writing, that Purchaser has purchased the Charged-off Account. Purchaser, nor its successors or assigns, nor anyone acting for Purchaser shall expressly or impliedly represent at any time that it, he or she is employed by or represents Seller or the Prior Owner as an independent or other agent or has any authority to act for or on behalf of Seller or Prior Owner. Purchaser agrees to impose a similar obligation on anyone who purchases or otherwise acquires any Charged-off Account from Purchaser.

17. Prior Owner a Third Party Beneficiary

The Prior Owners of the Charged-off Accounts shall be a third party beneficiary of this Agreement for all purposes.

18. Closing

Closing shall take place either 1) in the offices of Seller located at the address specified herein, 2) via facsimile, with original documents to be delivered promptly thereafter, or 3) in counterparts.

19. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

20. Sophisticated Investor

Purchaser represents and warrants that:

(a) It is a sophisticated investor, experienced in the purchasing and valuation of charged-off consumer debt such as the Charged-off Accounts;

(b) It is aware that the Charged-off Accounts have been written off by the Prior Owners, and may have no value whatsoever;

(c) It has knowledge and experience in financial and business matters that enable it to evaluate the merits and risks of the transaction contemplated by this Agreement;

(d) Purchaser's bid for and decision to purchase the Charged-off Accounts pursuant to this Agreement is and was based on Purchaser's own independent evaluation of information deemed relevant to Purchaser and Purchaser's independent evaluation of the Charged-off Accounts

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(e) Purchaser was given the opportunity to inspect the Charged-off Accounts and related materials to Purchaser's complete satisfaction, and the information Purchaser reviewed was an adequate and sufficient basis on which to determine whether to purchase the Charged-off Accounts. Purchaser relied solely on its own investigation and has not relied upon any oral or written information provided by Seller, or its personnel, agents, representatives or independent contractors and Purchaser has not relied upon any statements other than those specifically contained in this Agreement. Seller does not represent, warrant or insure the accuracy or completeness of any information or its sources of information contained in the information sent to Purchaser.

21. Sale or Transfer to a Third Party

Purchaser shall conduct commercially reasonable and prudent due diligence on third party buyers and shall defend, indemnify and hold harmless Seller from any and all causes of action, claims, expenses or judgments incurred by Seller for which a third party buyer is partially or solely responsible.

22. Tax Payments

Purchaser will be responsible for any state, federal or local tax (including interest and penalties) or tax reporting that relates to its ownership of the Charged off Accounts on or after the Closing Date.

23. Defaults and Remedies

Each of the following events or occurrences described in this section 23 shall constitute an "Event of Default" under this agreement:

(a) failure on the part of Purchaser to make any payment, transfer or deposit on or before the date such payment, transfer or deposit is required to be made as per the Payment Schedule; or

(b) failure on the part of Purchaser to comply with the provisions of Section 2;

(c) Purchaser or any of its subsidiaries shall make an assignment for the benefit of creditors, or admit in writing its inability to pay or generally fail to pay its debts as they mature or become due, or shall petition or apply for the appointment of a trustee or other custodian, liquidator or receiver of Purchaser or any of its subsidiaries or of any substantial part of the assets of Purchaser or any of its subsidiaries or shall commence any case or other proceeding relating to Purchaser or any of its subsidiaries under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, or shall take any action to authorize or in furtherance of any of the foregoing, or if any such petition or application shall be filed or any such case or other proceeding shall be commenced against Purchaser or any of its subsidiaries and Purchaser or any of its subsidiaries shall indicate its approval thereof, consent thereto or acquiescence therein or

such petition or application shall not have been dismissed within forty-five (45) days following the filing thereof; or

Notwithstanding the foregoing, upon the occurrence of an Event of Default pursuant to subsection (c) above, the entire unpaid principal amount of the Purchase Price, and all other amounts payable to Seller under this Agreement shall be immediately due and payable without presentment, demand, protest or notice of any kind.

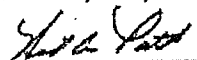
Upon the occurrence of any Event of Default hereunder, Seller may:

(a) exercise and enforce the right to take possession of the Charged-Off Accounts and each and every evidence thereof, proceeding without judicial process or by judicial process (without prior hearing or notice thereof, which Purchaser hereby expressly waives), and the right to sell or otherwise dispose of the Charge-Off Accounts and have Purchaser make them available to Seller at a place to be designated by Seller which is reasonably convenient to both parties.

(b) exercise any other rights and remedies available to Seller by law or agreement or as set forth herein.

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

LP Investments, Ltd.,

By: 
Neil A. Patel
CEO and Managing Partner

Elmhurst Receivables, LLC

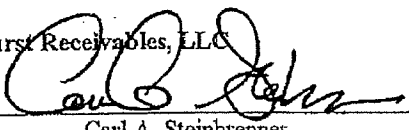
By: 
Carl A. Steinbrenner
Secretary

EXHIBIT "A"

BILL OF SALE AND ASSIGNMENT

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereinafter LP Investments, Ltd., referred to as "Assignor," for good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, assign, sell, transfer, convey, and set over to Elmhurst Receivables, LLC, its successors and assigns, hereinafter referred to as "Assignee," all of its rights, title and interest in and to certain receivables, related documents evidencing security interest, liens or other security instruments or encumbrances executed, filed and/or created in conjunction with said Accounts and all other rights and documentation ancillary to said Accounts. Such Accounts are described in the attached appendix and referred to as Charged-Off Accounts in the Receivables Purchase and Sale Agreement ("Agreement") executed by the parties hereto and dated October 1, 2008, which Agreement is incorporated herein and made a part hereof as if fully set forth.

This Assignment is made without recourse or warranty except as otherwise provided in the Agreement and other rights, privileges and documentation referred to herein and all its terms and conditions are incorporated herein and made a part hereof as if fully set forth.

LP Investments, Ltd.,

By: _____
Neil A. Patel
CEO and Managing Partner

Elmhurst Receivables, LLC

By: _____
Carl Steinbrenner
Secretary

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EXHIBIT "B"

CHARGED-OFF ACCOUNTS

Electronic Spreadsheet on CD Rom
(attached)

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EXHIBIT "C"

PAYMENT SCHEDULE

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<u>Date</u>	<u>Payment</u>
10/30/08	\$982,650 (To be determined upon final closing)
11/29/08	\$1,150,000
12/30/08	\$825,000
01/30/09	\$1,100,000
02/27/09	\$900,000
03/30/09	\$150,000
04/29/09	\$800,000
05/30/09	\$750,000
06/29/09	\$750,000
07/30/09	\$650,000
08/30/09	\$650,000
09/29/09	\$600,000

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EXHIBIT "D"

CLOSING STATEMENT

Seller: **LP Investments, Ltd**
1245 S. Main St, Suite 100
Grapevine, TX 76051

Purchaser: **Elmhurst Receivables, LLC**
P.O. Box 416
East Rochester, New York 14445

Unpaid Balance:	Approximately \$340,000,000.00
Number of Charged-off Accounts:	Approximately \$170,000
Purchase Price Percentage:	\$2.65%
Purchase Price:	Approximately \$9,000,000.00

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LOCK BOX AGREEMENT

THIS AGREEMENT ("Agreement") is executed effective as of October 1, 2008 by and between Elmhurst Receivables, LLC, a limited liability company, ("Creditor") and, LP Investments, Ltd., a corporation, ("Manager"), with reference to the following:

WHEREAS, Creditor desires that amounts to be paid to it by debtors of certain charged-off receivables owned by Creditor as set forth in Exhibit "A" hereto ("Receivables") be collected and processed through a lockbox established for such payments; and

WHEREAS, Manager desires to perform such lockbox services with respect to such payments;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Deposits.

All payments and amounts received with respect to the Receivables ("Payments") shall be collected by Manager. Manager shall direct that all Payments be deposited in Account No. 860010782 (the "Account") opened at the Hurst, TX branch location of Frost National Bank (the "Bank") in the name Manager.

2. Assignment.

Manager, to secure its obligations hereunder, does grant to Creditor a security interest in, and assign and transfer to and pledge with Creditor all right, title, and interest (whether legal, equitable or beneficial) in and to the Account and funds and deposits therein (collectively, the "Account Collateral")

3. Withdrawals.

(a). Before an Event of Default.

Before the occurrence of an Event of Default (as defined below), withdrawals or disbursements of funds in the Account shall be made only by Manager. Manager shall only use amounts withdrawn or disbursed from the Account as follows: (i), To pay to the Manager any payments due Manager under the Receivables Purchase and Sale Agreement effective of even date herewith between Creditor and Manager, and (ii) the remainder, if any, to be paid to Creditor and left as an appropriate reserve as approved by Creditor.

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(b). After an Event of Default.

Upon the occurrence of an Event of Default, Creditor may give notice of the Event of Default to Bank and thereafter withdrawals or disbursements from the account may be made only by Creditor.

4. Financial Reporting.

(a). Reports.

Manager shall submit to Creditor daily and weekly reports as Creditor may request and monthly reports on the cash flow from the Receivables and on such other matters as Creditor may request. Such monthly reports as to cash flow shall (i) be in such detail as Creditor may request; and (ii) be accompanied by copies of invoices, checks, bank notices, and statements relating to the Account, and such other supporting documents as Creditor shall request. Creditor shall have the right to conduct an audit at Creditor's expense on the matters set forth in the monthly reports and Manager shall cooperate with Creditor in performing the audit and shall make available such of its books and records relating to the Accounts as Creditor shall reasonably request.

(b). Meetings.

At Creditor's request, Manager shall consult with Creditor regarding activities and financial issues affecting the Accounts from time to time.

5. Power of Attorney.

Manager constitutes and irrevocably appoints Creditor the true and lawful attorney of Manager, with full power of substitution, to ask, demand, collect, receive, or receipt for any and all amounts which may be deposited in the Account, to execute any and all checks, drafts, withdrawal statements, accounts, or other orders for the payment of money drawn on the Account, and to endorse the name of Manager on all commercial paper given in payment or in part payment, and in its discretion to file any claim or take any other action or proceeding, either in its own name or in the name of Manager or otherwise, which Creditor may deem necessary or appropriate to protect and preserve the security interest of Creditor under this Agreement.

6. Events of Default.

As used in this Agreement, the term "Event of Default" shall mean any one or more of the following:

- (a) The failure by Manager to keep or perform any of the terms or provisions of this Agreement.
- (b) The levy of any attachment, execution, or other process against Manager or all or any part of the Account Collateral.

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7. Remedies.

Upon the occurrence of an Event of Default, Creditor may at any time and from time to time and without demand or notice, withdraw and receive the Account Collateral. If there is a deficiency, Manager covenants and agrees promptly to pay the same to Creditor. Manager agrees that the disposition of the Account Collateral as set forth above is a commercially reasonable disposition of the Account Collateral and waives any rights it may have to receive notice of any such withdrawals or disbursements.

8. Waivers.

Manager waives any right to require Creditor to (a) make or give any presentment, demands for performances, notices of nonperformance, protests, notices of protest, or notices of dishonor in connection with the withdrawal of the Account Collateral, (b) proceed against or exhaust any other collateral, or (c) pursue any other remedy in Creditor's power.

9. Termination.

This Agreement shall remain in full force and effect until September 30, 2009.

10. Representation and Covenants.

Manager represents, warrants, and covenants that ownership of the Account Collateral is free and clear of all liens and encumbrances of any nature whatsoever and shall remain so during the term of this Agreement. Manager will not attempt to withdraw the Account Collateral and will not attempt to submit instructions to the Bank without the prior written consent of Creditor.

11. Further Assurances.

Manager shall execute and deliver such further assignments, notices, and other documents as Creditor may reasonably require from time to time to better assure, assign, and transfer to Creditor the rights now or hereafter intended to be granted to Creditor under this Agreement for carrying out the intention of facilitating the performance of the terms of this Agreement.

12. Costs and Expenses.

All costs and expenses, including reasonable attorneys' fees, incurred or paid by Creditor in exercising any right, power, or remedy conferred by this Agreement or in the enforcement thereof, shall be paid to Creditor by Manager immediately upon demand.

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13. Miscellaneous.

The rights, powers, and remedies of Creditor under this Agreement shall be in addition to all rights, powers, and remedies of Creditor at law or any other agreement or instrument. Any forbearance or failure or delay by Creditor in exercising any right, power, or remedy under this Agreement shall not be deemed to be a waiver of such right, power, or remedy, and any single or partial exercise of any right, power, or remedy under this Agreement shall not preclude the further exercise of it. This Agreement and all representations and warranties, powers, and rights it contains are binding upon and shall inure to the benefit of the parties here and their respective successors and assigns.

14. Governing Law.

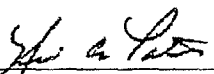
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS, the parties have executed this Agreement as of the date first set forth above.

LP Investments, Ltd.,

By: 
Neil A. Patel
CBO and Managing Partner

Elmhurst Receivables, LLC

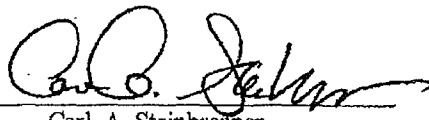
By: 
Carl A. Steinbrehner
Secretary

Exhibit A

LIST OF RECEIVABLES

Electronic Spreadsheet on CD Rom
(attached)

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BILL OF SALE AND ASSIGNMENT

LP Investments, Ltd. ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms of the Purchase Agreement dated October 14, 2008, does assign, sell, transfer, convey, and set over to Elmhurst Receivables, LLC ("Assignee"), its successors and assigns, all of Assignor's rights, title and interest in and to certain receivables (the "Accounts"). Such Accounts are described in the attached Appendix A.

Dated this 14th day of October 2008.

LP Investments, Ltd.
By: JBL Management, Inc.
Its general partner

By: 
Jay B. Ledford, President

Payments and Credits For Receivables Purchase and Sale Agreement dated October 1, 2008

Parties: Seller LP Investments, Ltd. to Purchaser Elmhurst Receivables, LLC (a wholly owned subsidiary of Cooper Financial, LLC)

*Purchase for \$9.3M of 170,000 delinquent credit card accounts with \$340M aggregate unpaid principal balance

*Simultaneous collection agreement (Lock Box Agreement) for LPI to manage \$15M in delinquent accounts having payoff plans (net collections credited against purchase p

*LPI is Still in Possession of \$15M of Managed Collection Accounts Having A Market Value of \$3.75M

Date	Credit For LPI Reported Managed Net Collections	Credit For Estimated Non-Reported Managed Net Collections Based on Standard Collection Methodology	Credit For Estimated LPI Fraudulent Collections on Non-Managed Accounts	Defective Account Credits	Payments Made to LPI via Frost Bank	Payments Made to LPI via DelMarva Capital	Indemnificaiton Credit For Legal Fees and Costs	Total Payments and Credits Applied to \$9,307,650.00 Purchase Price
10/31/2008	\$0.00					\$425,000.00		\$425,000.00
11/30/2008	\$433,674.34				\$0.00	\$500,000.00		\$933,674.34
12/30/2008	\$242,798.01			\$2,405,968.08	\$161,689.00			\$2,810,455.09
1/31/2009	\$221,123.75				\$188,092.48	\$125,000.00		\$534,216.23
2/28/2009	\$216,427.97				\$156,800.93	\$250,000.00		\$623,228.90
3/31/2009	\$206,373.77				\$159,705.41	\$250,000.00		\$616,079.18
4/30/2009	\$224,983.47				\$125,465.79			\$350,449.26
5/31/2009	\$145,484.29	\$68,250.01			\$85,415.08			\$299,149.38
6/30/2009	\$133,813.42	\$69,234.16			\$54,320.52			\$257,368.10
7/31/2009	\$123,638.93	\$69,256.27			\$42,147.50			\$235,042.70
8/30/2009	\$135,267.43	\$47,983.01						\$183,250.44
9/30/2009	\$65,405.42	\$108,682.50						\$174,087.92
10/31/2009	\$50,192.81	\$115,190.71						\$165,383.52
11/1/09 - 1/31/12		\$2,355,633.99	\$500,000.00	\$150,000.00				\$3,105,633.99
Totals	\$2,199,183.61	\$2,834,230.66	\$500,000.00	\$2,555,968.08	\$973,636.71	\$1,550,000.00	\$150,000.00	\$10,763,019.06
								\$1,455,369.06 Estimated Amount Overpaid

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PLAINTIFF'S
EXHIBIT