

ADDENDUM TO  
FORWARD FLOW PURCHASE AGREEMENT

by and between

HILCO RECEIVABLES, LLC

And

NATIONAL CAPITAL MANAGEMENT, LLC

dated as of

August 28, 2008.

## Addendum to Forward Flow Purchase Agreement

This Addendum to the FORWARD FLOW PURCHASE AGREEMENT dated as of August 13, 2008 (hereinafter the "Agreement" or "the August 13, 2008 Agreement") by and between Hilco Receivables, LLC, (hereinafter "SELLER") and NATIONAL CAPITAL MANAGEMENT, LLC (hereinafter "BUYER") is made as of August 28, 2009.

### Recitals

A. Whereas SELLER and BUYER entered into the Agreement knowing that it contained, at paragraph 14.5, a provision allowing the Agreement to be amended only in writing and signed by the party against whom the amendment is to be enforced; and

B. Whereas SELLER and BUYER desire that the Agreement be amended as hereinafter set forth; and

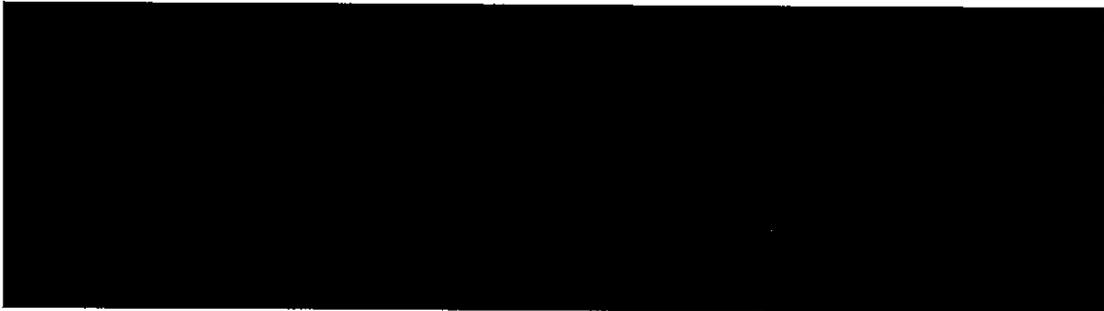
C. Whereas SELLER and BUYER intend that this Addendum contain the terms of said amendment; and

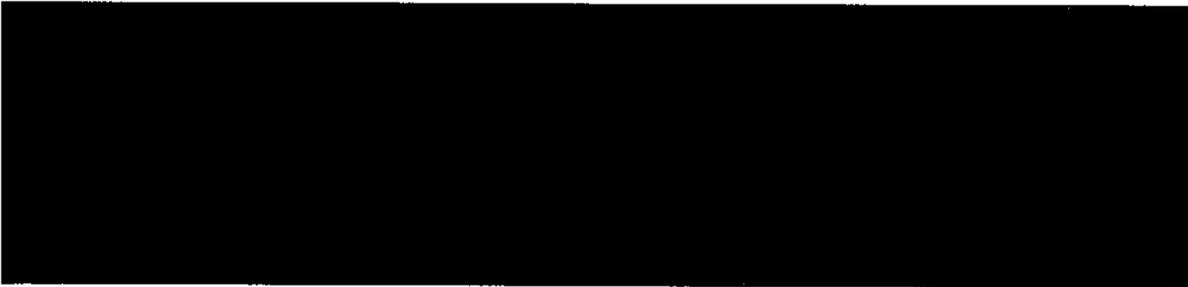
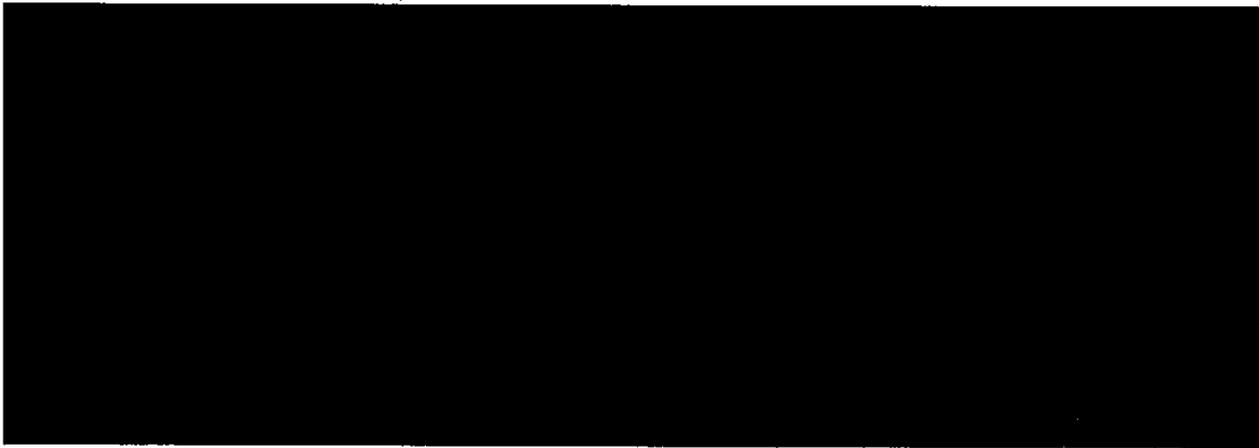
D. Whereas SELLER and BUYER acknowledge that this Addendum is supported by adequate consideration, the receipt and sufficiency of which is hereby acknowledged;

NOW THEREFORE, SELLER and BUYER agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Amendment (including the Recitals) shall have the meanings given to them in the Agreement.
2. Amendment to Existing Definitions. The following amendments shall be made to certain existing definitions set forth in the Agreement:

**"Chapter 13 Purchase Price"** means, with respect to the Included Accounts being sold by Seller to Buyer on each Funding Date, the amount equal to the applicable Chapter 13 Purchase Price Percentage multiplied by the aggregate Funding Date Claim Amounts of such Included Accounts.





d. The definition of "Notification File" shall be deleted in its entirety and replaced with the following:

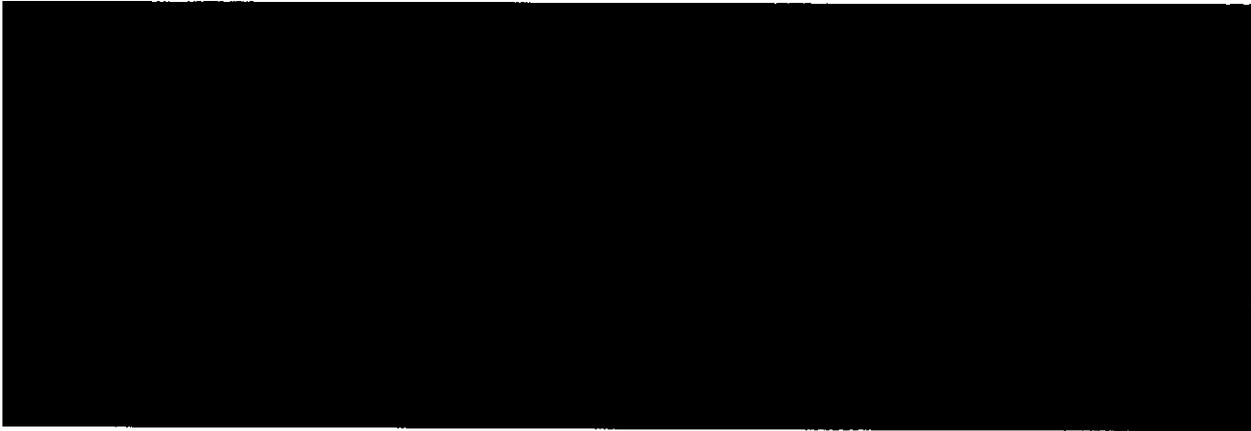
**"Notification File"** means, with respect to each Account, a computer file (which may be on diskettes or other computer medium) containing, all of the Account information listed in **Exhibit A-1** attached hereto.

e. The definition of "Term" shall be deleted in its entirety and replaced with the following:

**"Term"** means the period beginning on August 1, 2009 and ending July 31, 2010, provided that, if no written notice of termination has been given by either party hereto at least thirty (30) days prior to the last day of the then current term, then the Term shall automatically extend for additional six (6) month periods.

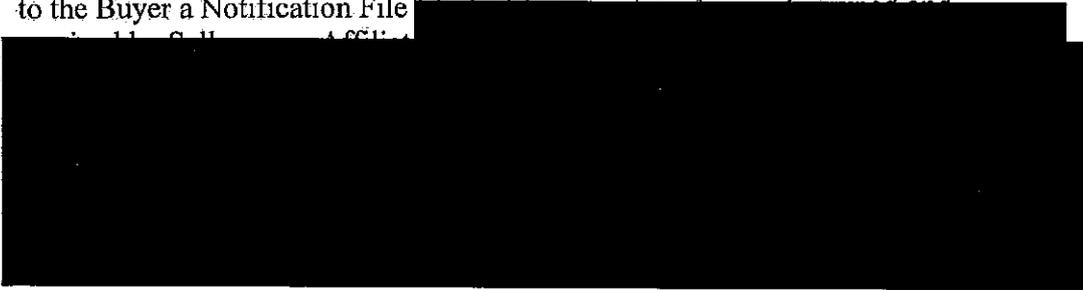
f. The definition of "Verified Purchase Price" shall be deleted in its entirety and replaced with the following:

**"Verified Purchase Price"** means, with respect to Included Accounts that meet the Eligibility Requirements on a Claim Verification Date, the amount equal to the applicable Chapter 13 Purchase Price Percentage multiplied by the aggregate Funding Date Claim Amounts of such Included Accounts.



4. Section 2.1, "Notification Files" is hereby deleted in its entirety and replaced with the following:

**Notification Files.** On the File Delivery Date during the Term, Seller will deliver to the Buyer a Notification File (the "Notification File") containing the following information:

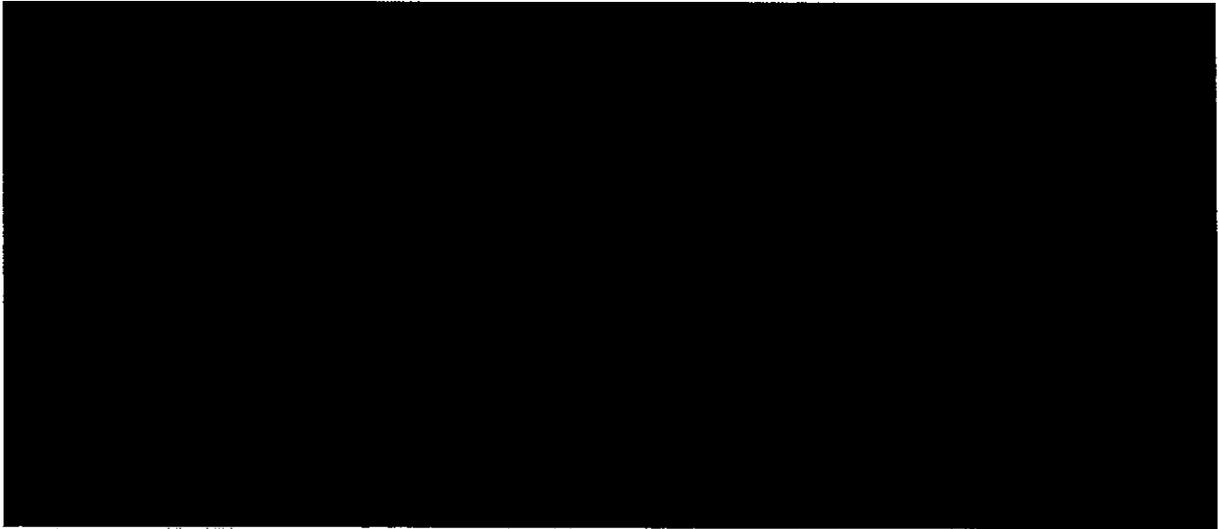


5. Section 2.3, "Sale of Accounts" is hereby deleted in its entirety and replaced with the following:

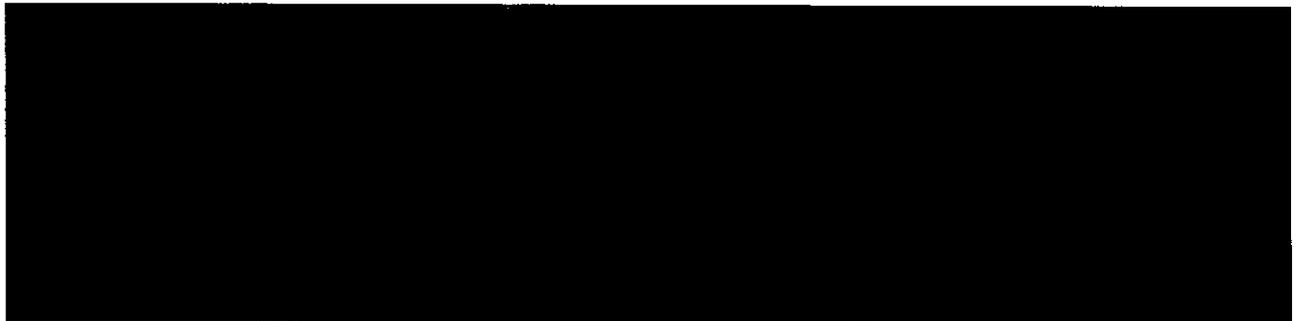
Subject to the terms and conditions of this Agreement, beginning on August 31, 2009, the initial Closing Date pursuant to this Addendum, and monthly thereafter until July 31, 2010, the final Closing Date, and every subsequent Closing Date during any additional Term, Seller will sell, assign, and transfer to Buyer and Buyer shall purchase, effective as of the Cut-off Date, all of Seller's rights, title and interest in and to each Account identified

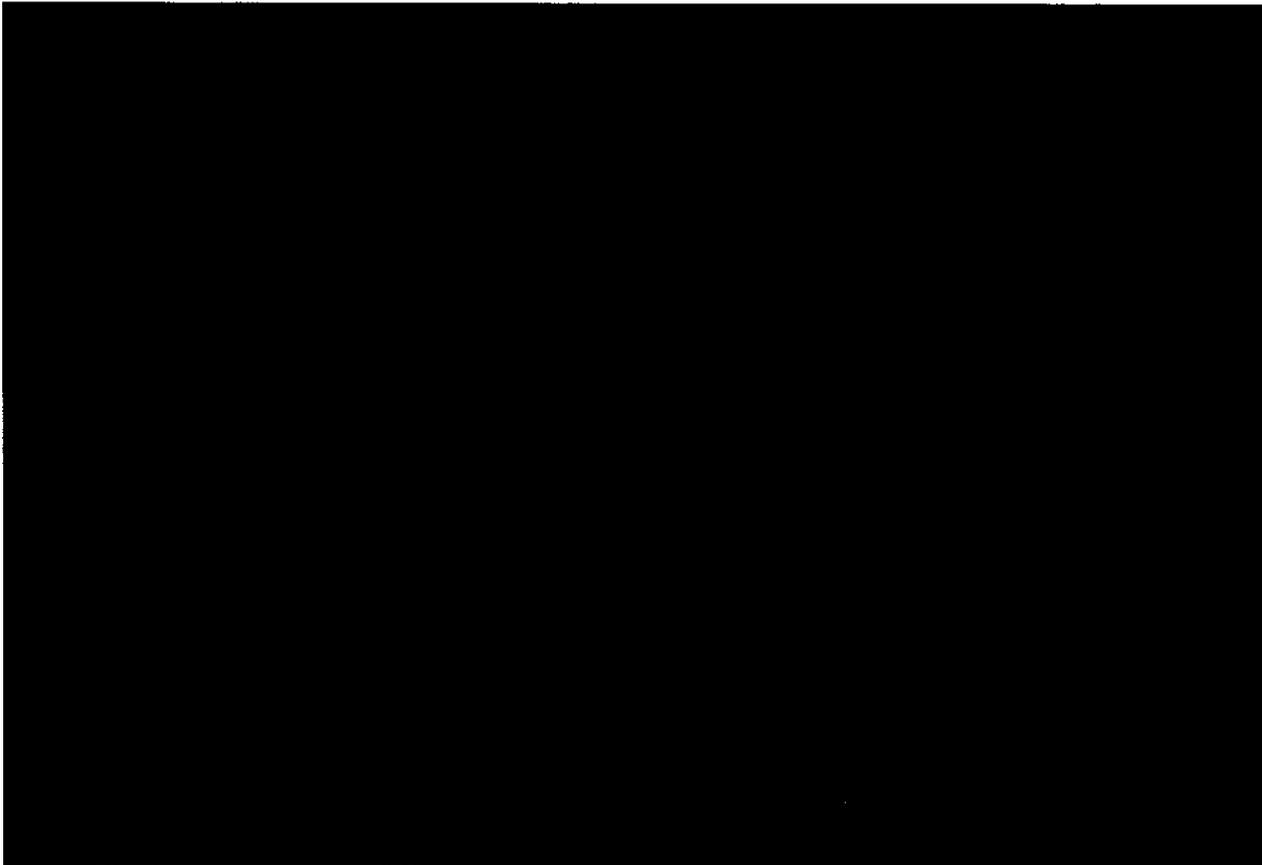


6. "Section 2.4, "Sale File Reconciliation" is hereby deleted in its entirety and replaced with the following:



7. "Section 3.2, "Claim Verification Date" is hereby deleted in its entirety and replaced with the following:



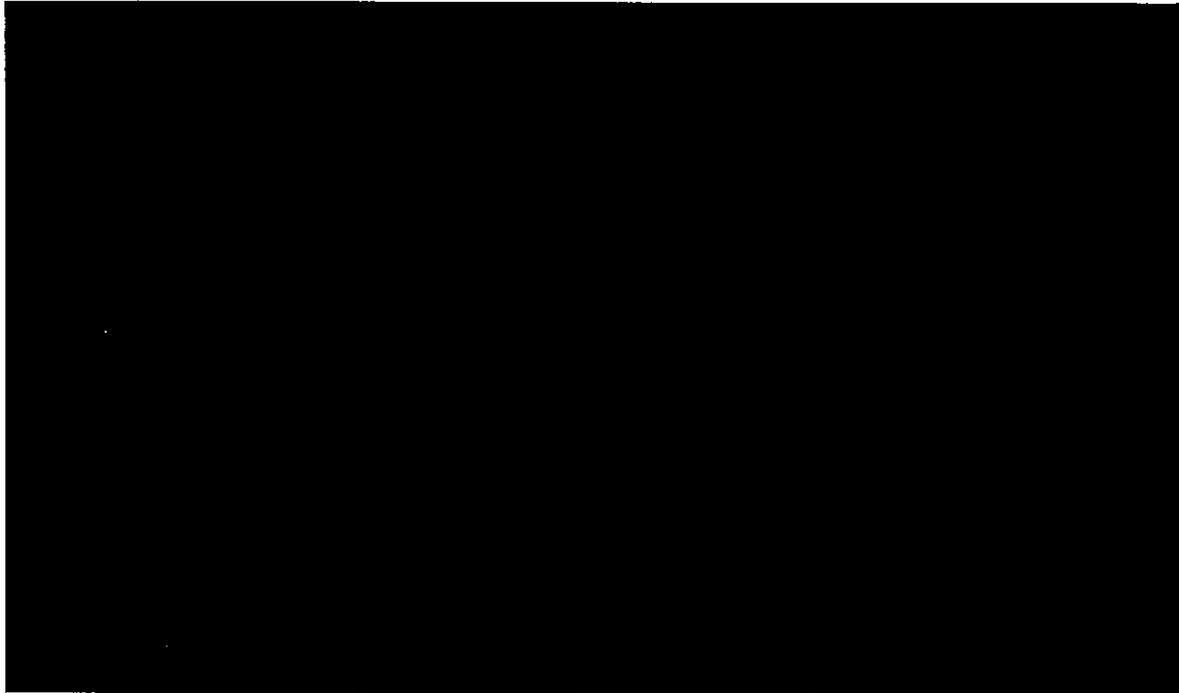


8. "Section 3.3, "Proceeds / Communications," is hereby deleted in its entirety and replaced with the following:

3.3 Proceeds / Communications. The Seller will be entitled to all proceeds (proceeds meaning, for purposes of this sentence, the amount of money received by Seller prior to the applicable Funding Date) of the Accounts prior to the applicable Funding Date and Buyer to all proceeds received on or after the Funding Date, provided that, Seller shall be entitled to all proceeds received by either party in respect of any Account that has been repurchased by Seller under this Agreement. Each party, within thirty calendar days of receipt, will deliver or cause its affiliate or servicers to deliver to the other party any payments to the Accounts to which the other party is entitled and each party represents that funds received and to be transferred pursuant to this paragraph will be held in trust for the other party until such funds are transferred. All payments of proceeds from one party to the other shall be accompanied by an account-by-account detailing. From and after the date of the delivery of the applicable Notification File, the Seller, within fifteen (15) calendar days of receipt, will deliver or cause its Affiliate to deliver to the Buyer and communications received by the Seller or such Affiliate with respect to the Accounts identified in the Notification File(s) delivered to Buyer.

9. Section 5.7, under "The Seller's Representation and Warranties", is hereby deleted in its entirety and replaced with the following:

5.7 As of each respective Closing Date, each Account sold by Seller to Buyer is, to the best of Seller's knowledge, not an Ineligible Account and, as of the Claim Verification Date, each Account shall satisfy each of the Eligibility Requirements.



Paragraphs 9.1 through and including 9.6 shall remain as they are set forth in the August 13 Agreement.

Paragraphs 9.7 and 9.8 shall be added to the Agreement and they shall read as follows:

9.7 With respect to Type A Accounts only, (i) the original charged-off date is within twenty one (21) months of the date on which the Debtor(s) filed a Chapter 13 Proceeding, and (ii) the Unpaid Balance does not represent a deficiency balance from the sale of collateral pledged as security for the Debtor's consumer credit.

9.8 Each Account represents a valid and binding obligation of the Debtor, the enforcement of which is only impaired by the initiation of a Chapter 13 Proceeding. Buyer's remedy for breach of this paragraph 9.8 is limited to the Seller's repurchase of the Account.

11. Paragraph 14.1 of the Agreement is amended such that Notices directed to the Seller shall be directed to: Hilco Receivables, LLC, 5 Revere Drive, Suite 510, Northbrook, Illinois 60062, Attention: William Kolz, COO.

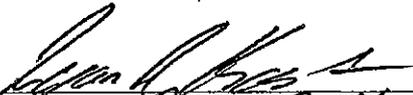
IN WITNESS WHEREOF, the parties through their respective duly authorized officers hereby execute this Agreement as of the date first shown above.

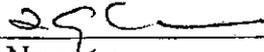
SELLER:

BUYER:

HILCO RECEIVABLES, LLC.

NATIONAL CAPITAL MANAGEMENT,  
LLC

By   
Print Name Bryan R. Houston  
Title CFO

By   
Print Name F. J. ...  
Title CEO