

# EXHIBIT A

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS  
FROM THE BANK OF MISSOURI TO CONCORA CREDIT INC.**

Pursuant to and in accordance with THE BANK OF MISSOURI: Section 36 of that certain Second Amended and Restated Receivables Sale Agreement (as amended, the "RSA"), effective as of February 5, 2020, by and between The Bank of Missouri ("Seller") and Concora Credit Inc., formerly known as Genesis FS Card Services, Inc., ("Buyer"), as of the applicable account charge off date, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller transferred, assigned and set-over to Buyer all right, title and interest of Seller in and to those certain charged-off accounts specified in Exhibit A, which were originated by Seller.

Dated: Jan 23, 2024

THE BANK OF MISSOURI

By:   
Mark Barker (Jan 23, 2024 15:25 CST)

Name: Mark Barker

Title: Chief Contract Services Officer

## **EXHIBIT A**

### **ACCOUNT SCHEDULE**

Those accounts pursuant to the RSA and this BILL OF SALE AND ASSIGNMENT OF ACCOUNTS FROM THE BANK OF MISSOURI TO CONCORA CREDIT INC. that are specifically identified in the electronic file named 'Account Data (CO-1033) - Midland - GPCC - Flow 16.xlsx' and 'Account Data (CO-1033) - Midland - Jewelry and Other - Flow 10.xlsx' with such electronic file incorporated herein by reference.

## BILL OF SALE


**Closing Date:** December 27, 2023

Concora Credit Inc., a Delaware corporation ("Seller"), in consideration of the Purchase Price (as defined in the Agreement referred to below) and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers all right, title and interest in and to (i) the Accounts identified in the Sale File entitled 'Account Data (CO-1033) - Midland - GPCC - Flow 16' (which may be in electronic form) to Midland Credit Management, Inc., a Kansas Corporation ("Buyer"), without recourse or representation except as expressly provided herein or pursuant to the terms, and subject to the conditions, set forth in the Agreement (the "Accounts"), and (ii) all proceeds of such Accounts.

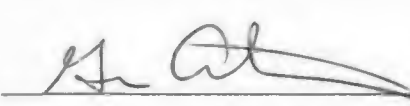
The information contained in the Sale File (collectively, "Account Information") is true and complete in all material respects as of the Closing Date. Further, the information contained in the Account Information (a) constitutes business records regarding the Accounts maintained by the Seller and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. The Account Information, whether acquired or created, has been kept in the regular course of business by Seller and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in business records maintained by Seller, or (ii) who caused the data to be entered into and maintained in business records maintained by the Seller. All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such term in the Agreement.

This Bill of Sale is delivered pursuant to that certain Receivables Sale Agreement, dated as of October 12, 2022, by and between Seller and Buyer (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement"). All capitalized terms used but not defined in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

**MIDLAND CREDIT MANAGEMENT, INC.**

By:   
Name: Danielle Wohlfahrt  
Title: MVP, BD & Strategic Partnerships

**CONCORA CREDIT INC.**

By:   
Name: GREGG ATKINSON  
Title: CFO

**Receivables Sale Agreement dated October 12, 2022**

**AFFIDAVIT OF SALE OF ACCOUNT BY DEBT SELLER**

State of Ohio, County of Summit.

Andrew Painter being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Relationship Manager, Debt Sales of Concora Credit Inc. ("Debt Seller"). In that position I am the custodian of Debt Seller's books and records and am aware of the procedures used for the sale and assignment of electronically stored business records.

On 12/27/2023 Debt Seller sold a pool of charged-off accounts (the "Accounts") by a Loan Sale Agreement and a Bill of Sale to Midland Credit Management, Inc. ("Buyer").

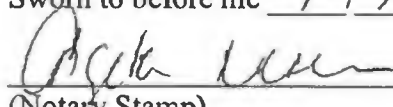
All records were kept in the regular course of business.

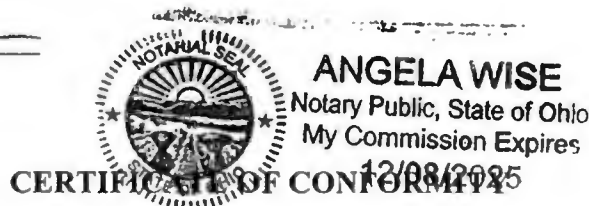
I am not aware of any errors in these Accounts. The above statements are true to the best of my knowledge.

Dated: 1 / 10 / 24

  
Andrew Painter

Sworn to before me 1 / 10 / 2024

  
(Notary Stamp)



I Benjamin Comston, an attorney duly licensed to practice law in the State of Ohio, affirm under penalty of perjury and certify that I witnessed the signature of Andrew Painter as applied to the Affidavit annexed to this Certificate, which was signed and dated on 1 / 10 / 2024. The manner in which same was signed was, and is, in accordance with, and conforms to, the laws for taking oaths and acknowledgments, in the State of Ohio.



Dated: 1 / 10 / 2024

Field	Field Data
Account Number	██████████0774
Seller Account ID	5498060042386476
First Name	RICARDO
Last Name	FLORES
SSN	XXX-XX-8753
Date of Birth	██████████
Address 1	12847 TAMMARACK DR
City	HOUSTON
State	TX
Zip	77013
Open Date	02/15/2023
Last Purchase Date	06/25/2023
Last Purchase Amount	\$17.00
Last Payment Date	09/30/2023
Last Payment Amount	\$1,222.45
Sale Amount	\$1,501.16
Charge Off Date	12/10/2023
Charge off Balance	\$1,501.16
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	MILESTONE

Account information provided by Concora Credit Inc. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 12/27/2023 in connection with the sale of accounts from Concora Credit Inc. to Midland Credit Management, Inc.

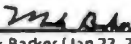
# EXHIBIT B

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS  
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THE BANK OF MISSOURI

By:   
Mark Barker (Jan 23, 2024 15:25 CST)

Name: Mark Barker  
Title: Chief Contract Services Officer



**EXHIBIT A**

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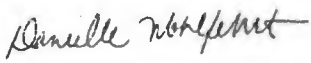
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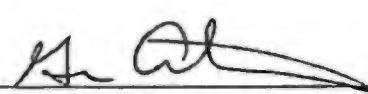
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By:   
Name: Danielle Wohlfahrt  
Title: MVP, BD & Strategic Partnerships

**CONCORA CREDIT INC.**

By:   
Name: GREGG ATKINSON  
Title: CFO

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State of Ohio, County of Summit.

Andrew Painter being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Relationship Manager, Debt Sales of Concora Credit Inc. ("Debt Seller"). In that position I am the custodian of Debt Seller's books and records and am aware of the procedures used for the sale and assignment of electronically stored business records.

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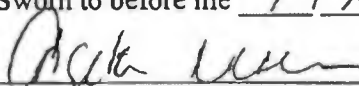
All records were kept in the regular course of business.

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

Dated: 1 / 1 / 2024

  
Andrew Painter

Sworn to before me 1 / 1 / 2024

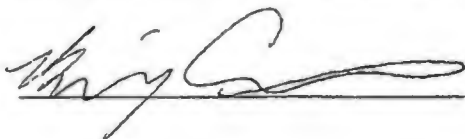
  
(Notary Stamp)



**ANGELA WISE**  
Notary Public, State of Ohio  
My Commission Expires  
**12/08/2025**

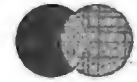
**CERTIFICATE OF CONFORMITY**

I Benjamin Comston, an attorney duly licensed to practice law in the State of Ohio, affirm under penalty of perjury and certify that I witnessed the signature of Andrew Painter as applied to the Affidavit annexed to this Certificate, which was signed and dated on 1 / 1 / 2024. The manner in which same was signed was, and is, in accordance with, and conforms to, the laws for taking oaths and acknowledgments, in the State of Ohio.



Dated: 1 / 1 / 2024

MILESTONE®



RICARDO FLORES JR

Account number ending in 0774

**ACCOUNT SUMMARY**

Credit Limit	\$700.00
Available Credit	\$0.00
Past Due Amount	\$437.00
Overlimit Amount	\$801.16
Statement Closing Date	December 08, 2023
Days in Billing Cycle	30
Previous Balance	\$1,378.91
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$0.00
<b>+ FEES CHARGED</b>	<b>\$81.00</b>
<b>+ INTEREST CHARGED</b>	<b>\$41.25</b>
= New Balance	\$1,501.16

QUESTIONS? Call 1-800-305-0330

Please mail billing inquiries to:

Concora Credit  
P.O. Box 4499  
Beaverton, OR 97076-4499  
www.milestonecard.com

You currently have Overlimit Coverage on your Account, which means that we pay transactions that cause you to go over your credit limit.

If you do go over your credit limit, we will charge you an Overlimit Fee of up to \$41. To cancel Overlimit Coverage, call us at 1-800-305-0330 or visit www.milestonecard.com. You may also write us at:

P.O. Box 4477, Beaverton OR 97076-4477.

**PAYMENT INFORMATION**

New Balance	\$1,501.16
Minimum Payment Due	\$542.00
Payment Due Date	January 07, 2024

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$41.00.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	3 years	\$2,053.00

If you would like information about credit counseling services, call 1-800-305-0330.

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			<b>FEES CHARGED</b>	
12/08	12/08		OVERLIMIT FEE	40.00
12/08	12/08		LATE FEE	41.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>81.00</b>

Transactions continued on next page

Please detach bottom portion and submit with payment using enclosed envelope

MILESTONE®

Concora Credit  
PO BOX 4477  
Beaverton OR 97076-4477

**PAYMENT INFORMATION**

Account number ending in	0774
Payment Due Date	January 07, 2024
New Balance	\$1,501.16
Minimum Payment Due	\$542.00

Make Check  
Payable to:

Amount Enclosed:

\$

RICARDO FLORES JR  
12847 TAMMARACK DR  
HOUSTON TX 77013-4531



Concora Credit  
PO BOX 84059  
Columbus GA 31908-4059



6476 000542000 001501160

Your Account is issued by The Bank of Missouri and serviced by  
Concora Credit Inc.

#### PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Concora Credit payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or anytime on a non banking day, we will credit it to your Account the next banking day. Payments can also be made online by visiting [milestonecard.com](https://milestonecard.com). When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

#### ANNUAL FEE (if applicable)

If you wish to close your Account to further Purchases and Cash Advances in order to avoid paying the renewal Annual Fee, you must deliver written notice of closure (instructions below) to us within thirty (30) days from the mailing date of the statement or letter containing the renewal Annual Fee notice. (This does not apply to the initial Annual Fee charged in connection with the opening of your Account.)

#### MONTHLY FEE (if applicable)

If you wish to close your Account to further Purchases and Cash Advances in order to avoid paying the Monthly Fee, you must notify us to close your Account at least 10 days prior to the payment due date reflected on your last Billing Statement by calling us at the phone number on the front of your statement or by writing (see instructions below). Otherwise, your Account will be charged a Monthly Fee.

#### NOTICE OF ACCOUNT CLOSURE

Written notice of closure must be sent to Concora Credit, P.O. Box 4477, Beaverton, OR 97076. Upon receipt, we will close your Account and the renewal Annual Fee and/or Monthly Fee (as applicable) will not be charged to your Account. Closing your Account will not cancel your obligations to pay amounts outstanding on your Account, and you will be required to pay your outstanding balance with interest in accordance with the terms of your Cardholder Agreement.

#### CREDIT BUREAU REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### BALANCE SUBJECT TO INTEREST RATE

We use the Average Daily Balance (including new purchases) method to calculate the balance on which we charge interest. To find out more about the balance computation method and how interest charges were determined, call us at the toll-free telephone number on the front of the first page of your billing statement.

#### MINIMUM INTEREST CHARGE

If you are charged interest, the charge will be no less than \$1.00.

#### PAYING INTEREST

Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances on the transaction date.

#### OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for that purpose.

#### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Concora Credit, P.O. Box 4499, Beaverton, Oregon 97076-4499.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Concora Credit, P.O. Box 4499, Beaverton, Oregon, 97076. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

O1AR1202 - 11/13/2023

RICARDO FLORES JR

Account number ending in 0774

**TRANSACTIONS (continued)**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
<b>INTEREST CHARGED</b>				
12/08	12/08		Interest Charge on Purchases	41.25
12/08	12/08		Interest Charge on Cash Advances	0.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>41.25</b>

**Totals 2023 Year-to-Date**

Total fees charged in 2023	\$630.00
Total interest charged in 2023	\$260.03

**IMPORTANT ACCOUNT INFORMATION**

YOUR ACCOUNT IS PAST DUE. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT.

PLEASE REMIT IMMEDIATELY.

YOUR ACCOUNT IS CURRENTLY OVER YOUR CREDIT LIMIT.

YOUR ACCOUNT IS CURRENTLY CLOSED.

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	35.90%	\$1,378.91	\$41.25
Cash Advances	35.90%	\$0.00	\$0.00

(v) = variable



MILESTONE®

RICARDO FLORES JR

Account number ending in 0774

**ACCOUNT SUMMARY**

Credit Limit	\$700.00
Available Credit	\$700.00
Past Due Amount	\$0.00
Overlimit Amount	\$0.00
Statement Closing Date	October 08, 2023
Days in Billing Cycle	30
Previous Balance	\$1,222.45
- Payments & Credits	\$1,222.45
+ Purchases & Other Charges	\$0.00
<b>+ FEES CHARGED</b>	<b>\$0.00</b>
<b>+ INTEREST CHARGED</b>	<b>\$0.00</b>
= New Balance	\$0.00

QUESTIONS? Call 1-800-305-0330

Please mail billing inquiries to:

Concora Credit

P.O. Box 4499

Beaverton, OR 97076-4499

www.milestonecard.com

You currently have Overlimit Coverage on your Account, which means that we pay transactions that cause you to go over your credit limit.

If you do go over your credit limit, we will charge you an Overlimit Fee of up to \$41. To cancel Overlimit Coverage, call us at 1-800-305-0330 or visit www.milestonecard.com. You may also write us at:

P.O. Box 4477, Beaverton OR 97076-4477.

**PAYMENT INFORMATION**

New Balance	\$0.00
Minimum Payment Due	\$0.00
Payment Due Date	November 07, 2023

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Only the minimum payment	0 months	\$0.00

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**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/30	09/30	85498068H00XVAQ4M	PAYMENT RECEIVED - THANK YOU	1,222.45-
			<b>TOTAL FEES FOR THIS PERIOD</b>	0.00
			<b>INTEREST CHARGED</b>	
10/08	10/08		Interest Charge on Purchases	0.00
10/08	10/08		Interest Charge on Cash Advances	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	0.00

Please detach bottom portion and submit with payment using enclosed envelope

MILESTONE®

Concora Credit  
PO BOX 4477  
Beaverton OR 97076-4477

**PAYMENT INFORMATION**

Account number ending in	0774
Payment Due Date	November 07, 2023
New Balance	\$0.00
Minimum Payment Due	\$0.00

Make Check  
Payable to:

Amount Enclosed:

\$

RICARDO FLORES JR  
13455 WOODFOREST BLVD APT 159  
HOUSTON TX 77015-2919



Concora Credit  
PO BOX 84059  
Columbus GA 31908-4059



6476

000000009

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Your Account is Issued by The Bank of Missouri and serviced by  
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#### ANNUAL FEE (if applicable)

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#### PAYING INTEREST

Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances on the transaction date.

#### OTHER DISCLOSURES

For AR, HI, IA, ME Residents: This communication is from a debt collector. This is an attempt to collect debt and any information obtained will be used for that purpose.

#### What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Concora Credit, P.O. Box 4499, Beaverton, Oregon 97076-4499.

In your letter, give us the following information:

- Account Information: Your name and Account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Concora Credit, P.O. Box 4499, Beaverton, Oregon, 97076. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

O1AR1202 - 08/14/2023



RICARDO FLORES JR

Account number ending in 0774

**Totals 2023 Year-to-Date**

Total fees charged in 2023	\$468.00
Total interest charged in 2023	\$143.32

**IMPORTANT ACCOUNT INFORMATION**

A Monthly Fee is charged at the close of each Billing Cycle unless you notify us to close your Account. In the first year, the Monthly Fee is \$0; thereafter, the Monthly Fee is \$12.50. Please see the Monthly Fee on the reverse for additional renewal information.

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	35.90%	\$0.00	\$0.00
Cash Advances	35.90%	\$0.00	\$0.00

(v) = variable