

# EXHIBIT B

**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 7, 2025

THE BANK OF MISSOURI

By:   
Mark Barker (Jan 7, 2025 09:04 EST)

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 28.xlsx' and 'Account Data (CO-1033) - Midland - Jewelry and Other - Flow 22.xlsx' with such electronic file incorporated herein by reference.

## BILL OF SALE

**Closing Date: December 26, 2024**

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 - Jewelry and Other - Flow 22.xlsx" (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 March 29, 2023, 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 Business Development

**CONCORA CREDIT INC.**

By: 

Name: BENJAMIN COMSTON

Title: VP, Operations and Strategy

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

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

State of Ohio, County of Summit.

Nicholas Gray being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Charge Off Sales 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 12/26/2024 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 / 8 / 2025

Nicholas Gray  
Nicholas Gray

Sworn to before me 1 / 8 / 2025

(Notary Stamp)



SHELBY DAVIES  
Notary Public  
State of Ohio  
My Comm. Expires  
November 1, 2026

**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 Nicholas Gray as applied to the Affidavit annexed to this Certificate, which was signed and dated on 1 / 8 / 2025. 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.

Benjamin Comston

Dated: 1 / 8 / 2025



BELINDA NANYES

Account number [REDACTED] 0354

**ACCOUNT SUMMARY**

Credit Limit	\$2,000.00
Available Credit	\$0.00
Past Due Amount	\$710.00
Overlimit Amount	\$397.88
Statement Closing Date	November 26, 2024
Days in Billing Cycle	31
Previous Balance	\$2,299.32
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$0.00
+ FEES CHARGED	\$40.00
+ INTEREST CHARGED	\$58.56
= New Balance	\$2,397.88

QUESTIONS? Call 1-800-229-0043  
Please mail billing inquiries to:  
Concora Credit  
P.O. Box 4499  
Beaverton, OR 97076-4499  
www.concoracredit.com/zales

**PAYMENT INFORMATION**

New Balance	\$2,397.88
Minimum Payment Due	\$830.00
Payment Due Date	December 25, 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 \$40.00.

**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	6 years	\$3,727.00

If you would like information about credit counseling services, call 1-800-229-0043.

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

**TRANSACTIONS**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
11/26	11/26		<b>FEES</b>	
			LATE FEE	40.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	40.00
11/26	11/26		<b>INTEREST CHARGED</b>	
			Interest Charge on Purchases	58.56
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	58.56

**Totals 2024 Year-to-Date**

Total fees charged in 2024	\$269.00
Total interest charged in 2024	\$356.39

Please detach bottom portion and submit with payment using enclosed envelope



Concora Credit  
PO BOX 4477  
Beaverton OR 97076-4477

**PAYMENT INFORMATION**

Account number	[REDACTED] 0354
Payment Due Date	December 25, 2024
New Balance	\$2,397.88
Minimum Payment Due	\$830.00

Make Check  
Payable to:

Amount Enclosed:

\$

BELINDA NANYES  
4524 S 2ND ST  
AUSTIN TX 78745-1960



Concora Credit  
PO BOX 96541  
Charlotte NC 28296-0541



4509

000830008

002397888

**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 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. 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.

**DEFERRED INTEREST PROMOTIONS**

If applicable, each deferred interest promotion balance accrues interest from the date of Purchase, but interest will not be charged if you pay the promotion balance in full before the end of the deferred interest period and you make monthly payments as required. The deferred interest period will end when one or more of the following events occur:

- Promotional end date as reflected on the front of your statement;
- Your Account becomes more than 180 days past due;
- Your Account is charged off for any reason.

Interest on a promotion balance will accrue during the deferred interest period at the APR reflected on the front of your statement, and such interest will be charged to your Account if you do not pay the promotion balance in full before the end of the deferred interest period.

You must make monthly minimum payments during the deferred interest period. Paying only the monthly minimum payment may not pay off the deferred interest balance within the deferred interest period. You may have to make additional or increased payments during the deferred interest period to avoid having to pay all accrued deferred interest.

**ALLOCATING YOUR PAYMENT**

**YOUR PAYMENTS WILL BE ALLOCATED AS REQUIRED BY LAW. ANY PAYMENT AMOUNT ABOVE THE MINIMUM PAYMENT DUE WILL BE APPLIED AS FOLLOWS: (1) IF YOU HAVE A DEFERRED INTEREST PROMOTION BALANCE IN THE LAST TWO CYCLES PRIOR TO EXPIRATION, EXCESS PAYMENTS WILL BE APPLIED TO THAT BALANCE FIRST, AND (2) IN ALL OTHER SITUATIONS, WE WILL APPLY EXCESS PAYMENTS TO YOUR HIGHER INTEREST BALANCES.**

**CREDIT 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.

**HOW INTEREST CHARGES ARE DETERMINED**

**When We Charge Interest.** We charge interest on your Purchases from the post date until you pay the Purchase in full. We charge interest on Fees and other debits from the transaction date until you pay the Fees in full.

However, we do not assess interest charges in the following circumstances:

1. If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
  - a. If you pay the New Balance on your current month's statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
  - b. if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
2. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

**How We Calculate Interest.** We calculate interest separately for each balance segment on your Account. We do this by applying the daily periodic rate to your average daily balance (including new Purchases), and then multiplying the resulting number by the number of days in the Billing Cycle for each balance segment. An average daily balance is calculated for the following balance segments as applicable: Purchase Balance segments and the Regular Balance segment.

We calculate interest for each balance segment as follows:

1. For each day, we take the beginning balance of each balance segment in the Billing Cycle, including any unpaid interest charges, add any new Purchases, Fees, and debits, and then subtract the applicable portion of any payments and credits. This gives us the daily balance.
2. Then, we add all the daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the average daily balance.
3. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.
4. Next, we multiply the daily periodic rate by the average daily balance.
5. Finally, we take the resulting number from #3 and multiply it by the number of days in the Billing Cycle. This gives us the interest charge for each balance segment for the Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

**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: 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 or electronically. 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 or electronically 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.

**OTHER DISCLOSURES**

**For AR, HI, IA, and 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.

**CA Collection Agency License Number 10739-99**

O1AX1202 - 06/28/24

BELINDA NANYES

Account number

0354

**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	29.99%	\$2,299.32	\$58.56

(v) = variable



BELINDA NANYES

Account number 0354

### ACCOUNT SUMMARY

Credit Limit	\$2,000.00
Available Credit	\$227.00
Past Due Amount	\$0.00
Overlimit Amount	\$0.00
Statement Closing Date	April 26, 2024
Days in Billing Cycle	5
Previous Balance	\$0.00
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$1,772.49
+ FEES CHARGED	\$0.00
+ INTEREST CHARGED	\$0.00
= New Balance	\$1,772.49

QUESTIONS? Call 1-800-229-0043  
Please mail billing inquiries to:  
Concora Credit  
P.O. Box 4499  
Beaverton, OR 97076-4499  
www.concoracredit.com/zales

### PAYMENT INFORMATION

New Balance	\$1,772.49
Minimum Payment Due	\$89.00
Payment Due Date	May 25, 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 \$40.00.

**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	6 years	\$3,185.00

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### TRANSACTIONS

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/22	04/22	P960800G200XTWG10	Zale Austin TX 000000000000000006022684	1,772.49
			<b>FEES CHARGED</b>	
			<b>TOTAL FEES FOR THIS PERIOD</b>	0.00
			<b>INTEREST CHARGED</b>	
04/26	04/26		Interest Charge on Purchases	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	0.00

Please detach bottom portion and submit with payment using enclosed envelope



Concora Credit  
PO BOX 4477  
Beaverton OR 97076-4477

### PAYMENT INFORMATION

Account number	0354
Payment Due Date	May 25, 2024
New Balance	\$1,772.49
Minimum Payment Due	\$89.00

Make Check  
Payable to:

Amount Enclosed:

\$

BELINDA NANYES  
4524 S 2ND ST  
AUSTIN TX 78745-1960



Concora Credit  
PO BOX 96541  
Charlotte NC 28296-0541



4509 000089001 001772491

**YOUR ACCOUNT IS ISSUED BY FIRST ELECTRONIC BANK  
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 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. 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.

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**CREDIT REPORTING**

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- **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.

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- 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 or electronically at: Concora Credit, P.O. Box 4499, Beaverton, Oregon, 97076.

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**OTHER DISCLOSURES**

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**CA Collection Agency License Number 10739-99**

01AX1202 - 01/25/2024

BELINDA NANYES

Account number

0354

**Totals 2024 Year-to-Date**

Total fees charged in 2024	\$0.00
Total interest charged in 2024	\$0.00

**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	29.99%	\$0.00	\$0.00

(v) = variable