

## CONSENT ORDER

This Consent Order is entered into by and between the New York City Department of Consumer Affairs (the “Department”) and Midland Credit Management Inc., Midland Funding LLC, Midland Funding NCC-2 Corp. and MRC Receivables Corp. (collectively “Midland” or “Respondents”). This Consent Order shall bind Respondents’ assignees and successors.

### I. RECITALS

WHEREAS, Midland is engaged in the business of purchasing portfolios of consumer receivables from major banks, credit unions, and utility providers, and then collecting upon those receivables from individual consumers;

WHEREAS, Midland is seeking the renewal of the following seven debt collection agency licenses issued by the Department: Midland Credit Management Inc. (Lic. Nos. 1140603, 1207820, 1207829 and 1227728); Midland Funding LLC (Lic. No. 1312658); Midland Funding NCC-2 Corp. (Lic. No. 1312656); and MRC Receivables Corp. (Lic. No. 1312657) (“Midland’s Licenses”);

WHEREAS, the Department has been conducting an investigation of Midland’s debt collection policies and procedures including through the issuance of four Subpoenas Duces Tecum dated January 23, 2012, for the purpose of determining whether Respondents demonstrate the fitness, integrity and honesty required of licensees pursuant to Section 20-101 of the New York City Administrative Code (“Admin. Code”);

WHEREAS, during the pendency of the investigation the Department has issued Temporary Operating Letters to Midland;

WHEREAS, Midland has fully cooperated with the Department’s investigation;

WHEREAS, the Parties wish to completely settle, release and discharge all claims and any disputes and disagreements between Midland and the Department with respect to Midland's business activities in New York City;

WHEREAS, Greg Call as <sup>SVP,</sup> General Counsel of Respondents, represents and warrants that he is authorized to enter into this Consent Order on behalf of Respondents;

NOW, THEREFORE, the Department and Midland stipulate and agree to entry of this Consent Order as follows:

## II. REMEDIAL RELIEF

### (A) Compliance With New York City Laws

1. Respondents agree to comply fully with all relevant laws and rules related to debt collection in New York City including but not limited to (a) the Licensing Law and Rules, Admin. Code § 20-101 *et seq.* and Title 6 of the Rules of the City of New York ("6 R.C.N.Y.") § 1-01 *et seq.*; (b) the Debt Collection Agencies Licensing Law and Rules, Admin. Code § 20-488 *et seq.* and 6 R.C.N.Y. § 2-190 *et seq.*; and (c) the Consumer Protection Law and Rules, Admin. Code § 20-700 *et seq.* and 6 R.C.N.Y. § 5-76 *et seq.*

### (B) Audit Requirement

1. Midland shall cause to be conducted an audit of a statistically significant sample (95% confidence level, 5% margin of error) of cases randomly selected from among all cases filed against a New York City consumer in the Civil Court of the City of New York between January 1, 2007 and the Department's execution of this Consent Order. The audit shall verify the following information for each case to confirm that Midland sued the correct person, for the correct amount, within the applicable statute of limitations period, and that the named plaintiff owned the debt:

- a. Full name of the original creditor;
- b. The chain of title of the account, including the date of each sale and assignment of the account, and the name of the debt seller;
- c. Original account number;
- d. Date on which the last payment was made;
- e. Identity of the owner of the account when the case was commenced and the date on which the owner purchased the account;
- f. Date on which the case was commenced and proof of service;
- g. Amount owed when the case was commenced, with a breakdown of principal, fees, interest rate and amount, and any other charges;\* and
- h. Identity of the debtor, including full name, Social Security number, and address.

2. For purposes of Section II (B), a “material inaccuracy” shall mean that (a) Midland sued the wrong person, (b) Midland sued the consumer for an amount greater than the amount actually owed, (c) the suit was commenced after the expiration of the applicable statute of limitations, (d) service of the complaint was not made on the consumer, or (e) the named plaintiff does not own the debt. Upon completion of the audit, if any material inaccuracies are found in individual cases, (a) Midland shall, if the case has not already been dismissed or discontinued, correct such material inaccuracies except that in no instance shall Midland correct a material inaccuracy by making service of a complaint after the expiration of the statute of limitations, and in a case where Midland sued the consumer for an amount greater than the amount actually owed, Midland shall correct the amount being sued for or (b) Midland shall, if a

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\* If the account was purchased by the plaintiff on or after October 1, 2014, the breakdown shall be of the charge-off balance, the total amount of any post-charge-off interest, the total amount of any post-charge-off fees and charges, and the total amount of any post-charge-off credits and payments.

judgment has been entered and the judgment debtor executes a general release, send a refund check to the judgment debtor for any amounts paid against the judgment except that in the case where the only material inaccuracy was that the consumer was sued for an amount greater than the amount actually owed, the refund shall be for the excess; and move to vacate or stipulate with the judgment debtor to vacate the judgment. If a refund check is returned to Midland as undeliverable, Midland shall take reasonable steps to locate the consumer's current address and resend the refund check.

3. The audit shall segregate its findings into two time periods based on the date the lawsuit was commenced: January 1, 2007 through June 30, 2010 and July 1, 2010 through the Department's execution of this Consent Order. If the audit reveals that systemic material inaccuracies occurred during one or both time periods, then for any such time period Midland shall cause to be conducted a supplemental audit of an additional number of cases sufficient to reach a statistically significant sample to a 95% confidence level, 3% margin of error. If a supplemental audit reveals that systemic material inaccuracies occurred during a period, Midland shall cause to be conducted a review of all cases that were filed against a New York City consumer in the Civil Court of the City of New York during the relevant time period. If required, the supplemental audit and, if triggered, the review of all cases within a relevant time period, shall be conducted pursuant to the requirements set forth in Sections II (B)(1) and (2).

4. Midland shall complete the initial audit and shall provide a report to the Department within 180 days of the Department's execution of this Consent Order. If there is a supplemental audit, Midland shall commence that audit within 30 days after the filing of the report on the initial audit, and shall complete the supplemental audit and shall provide a report to the Department within 180 days after filing of the report on the initial audit. If there is a

subsequent review, Midland shall commence that review within 30 days after its completion of the report on the supplemental audit, and shall complete the review and provide a report to the Department within 240 days after filing of the report on the supplemental audit or, at the request of Midland, within a time period that is otherwise mutually agreed upon by the parties.

5. The reports required in Section II (B)(4) shall be in writing and provide information concerning the conduct of the audit or review and any actions taken by Midland to fulfill its obligations under Section II (B). Each report shall generally describe the methodology used, including a description of the categories of information reviewed and considered, and limitations, findings, and observations based on the criteria set forth in Sections II(B) 1 and II(B) 2 and shall also include a spreadsheet listing (a) the name and address of every consumer to whom a refund check was sent and the amount of the check and, in the case of refund checks returned to Midland as ultimately undeliverable, a brief description of the efforts made to locate the consumer's current address, and (b) an identification of any cases that were discontinued and any judgments that were vacated.

6. Midland shall provide any additional information or documents reasonably requested by the Department in writing, within 30 days of its receipt of the written request, to confirm that the initial audit, any supplemental audit, and any review, were completed in a manner compliant with this Consent Order.

(C) Returned 22 NYCRR §208.6(h) Notices

1. With respect to accounts sued on in the New York City Civil Court, where the 22 NYCRR§208.6(h) notice was returned to the Court by the U.S. Postal Service as undeliverable between January 1, 2008 and December 31, 2013 and accordingly no default

judgment was permitted to be entered by the Court, Midland shall close the account and not resell it.

2. With respect to the accounts covered by Section II (C)(1), Midland shall submit a request to any consumer reporting agency to which Midland furnished information on that account, to delete the tradeline.

(D) Training of Debt Collectors

1. Midland will provide the Department with the training materials used to train Midland's in-house debt collectors who engage in debt collection activities in New York City. The term "in-house debt collectors" as used in this Consent Order shall not be construed to apply to debt collectors who work for a third party debt collection agency or law firm engaged by Midland. Midland will also provide training materials, prepared for third parties and addressing New York City rules or processes, to its third party debt collection agencies and law firms engaged in debt collection activities in New York City. Midland shall require that its third party debt collection agencies provide annual training to its debt collector employees on proper New York City collection practices using either the collection agency's own training materials or the materials it received from Midland pursuant to this section.

2. Midland will provide 100 hours of training to its in-house debt collectors prior to such debt collectors engaging in debt collection activities in New York City, other than supervised activity undertaken as part of training. The training will cover the following topics: (1) Midland's procedures for debt collection; (2) specialized terms used in the collection industry; (3) applicable federal, state and New York City laws specific to the lending and collection industries; and (4) requirements of this Consent Order. Refresher training shall be provided annually.

(E) Validation and Verification Procedures

1. Prior to referring a New York City consumer's account to a law firm to commence litigation, or within five days of an initial contact with a New York City consumer if the initial contact is oral and is before the account has been referred, whichever is earlier, Respondent will send as the initial written contact to the New York City consumer a letter which shall hereafter in Section II(E) be referred to as a "validation letter." Respondent will undertake reasonable efforts to verify the identity and current address of the New York City consumer before an initial contact that is oral and before sending the validation letter. Respondent will send the validation letter as the first written communication each time it directs written correspondence to a new address for a New York City consumer whose account has not been referred to attorneys, unless the New York City consumer acknowledges in writing the receipt of a previous validation letter from Respondent. The validation letter sent to a New York City consumer shall include the following:

- a. All of the information required by Admin. Code § 20-493.1(a);
- b. All of the information required by 6 R.C.N.Y. § 5-77(f)(2);
- c. The full name of the original merchant or service provider if different than the originating creditor;
- d. Last four digits of the original account number, or other sufficient information to verify the identity of the original account;
- e. A clear and concise statement that the current owner of the account has purchased the debt and is now attempting to collect on the debt;
- f. An itemized accounting of the debt, including:
  - i. The total amount of the debt due as of charge-off;
  - ii. The total amount of interest accrued since charge-off;
  - iii. The total amount of non-interest charges or fees accrued since charge-off;

- iv. Beginning August 30, 2015, the total amount of payments made on the debt since the charge-off\*.
- g. For any debt that is beyond the applicable statute of limitations, the required statement set forth in 6 RCNY § 2-191(a) in the format required by 6 RCNY § 2-191(b).
- h. Beginning March 3, 2015, a statement that debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:
  - 1) the use or threat of violence;
  - 2) the use of obscene or profane language; and
  - 3) repeated phone calls made with the intent to annoy, abuse, or harass.
- i. Beginning March 3, 2015, the following written notice:

“If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- 1. Supplemental security income, (SSI);
- 2. Social security;
- 3. Public assistance (welfare);
- 4. Spousal support, maintenance (alimony) or child support;
- 5. Unemployment benefits;
- 6. Disability benefits;
- 7. Workers’ compensation benefits;
- 8. Public or private pensions;
- 9. Veterans’ benefits;

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\* If the validation letter is being sent to a new address pursuant to the third sentence of Section II(E)(1), then (f)(iv) shall only be required if the account was purchased on or after April 15, 2015.



10. Federal student loans, federal student grants, and federal work study funds; and

11. Ninety percent of your wages or salary earned in the last sixty days.”

2. If the initial validation letter is returned to sender as undeliverable, Respondent will refrain from any collection efforts unless or until Respondent accurately verifies the alleged debtor’s identity and current address and sends a replacement validation letter to the New York City consumer that is not returned. Respondent will repeat this process and send new validation letters until such letter is not returned.\*

3. If at any time prior to Respondent’s commencement of litigation against a New York City consumer by Midland’s Internal Legal Group (meaning those attorneys who work in-house at Midland rather than for a law firm engaged by Midland), or prior to Respondent’s referral of an account to a law firm to commence litigation against a New York City consumer, as the case may be, the New York City consumer advises Respondent orally or in writing that he or she does not owe the debt, or requests verification or validation of the debt, Respondent shall:

a. Promptly investigate the dispute or request, report the debt as disputed to any consumer reporting agency to which it was previously reported, conduct and complete a reasonable investigation into the accuracy or completeness of the information for the debt, and cease all collection efforts unless or until Respondent provides the New York City consumer with the following in writing:

i. Copies of the documents and information required by 6 RCNY § 2-190 and Admin. Code § 20-493.2(a);

- ii. All of the information required by Admin Code § 20-493.1(a);
- iii. The full name of the original merchant or service provider if different than the originating creditor;
- iv. Last four digits of the original account number, or other sufficient information to verify the identity of the original account;
- v. Date on which the debt was charged-off by the original creditor;
- vi. The charge-off account statement, or equivalent document, issued by the original creditor to the consumer;
- vii. For any debt that is beyond the applicable statute of limitations, the required statement set forth in 6 RCNY § 2-191(a) in the format required by 6 RCNY § 2-191(b);
- viii. Beginning August 30, 2015, records reflecting the amount and date of any prior settlement agreement reached with Midland in connection with the debt;
- ix. Beginning August 30, 2015, records reflecting the amount and date of any prior settlement agreement that was reached on or after March 3, 2015 with any prior debt collector for the debt; and
- x. A statement describing the complete chain of title from the original creditor to the present creditor, including the date of each assignment, sale, and transfer.

If Respondent does not substantiate that the consumer owes the debt following a reasonable investigation, Respondent shall close the account, permanently terminate collection efforts with respect to the specific debt, request deletion of that item of information from the consumer's credit reporting file and provide the consumer with a letter notifying the consumer that the credit reporting agencies were so requested. If Respondent does not complete its reasonable investigation within thirty (30) days from receipt of the dispute, Respondent shall request deletion of that item from the consumer's credit reporting file and cease collection activities until the reasonable investigation is complete. If as a result of its decision to

permanently terminate collection efforts or if following a reasonable investigation, Respondent does not substantiate that the consumer owes the debt, Respondent shall not sell the debt or provide it to any other entity for the purpose of collection or attempted collection.

4. Respondent shall not collect or attempt to collect a debt if the seller did not provide information with reasonable indicia of accuracy and reliability about the debt being sold, and the seller did not represent or warrant the title of the debt.

5. Respondent shall identify and preclude from credit reporting debts allegedly owed by New York City consumers that are beyond the date for obsolescence provided for in Section 605(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681c.

(F) Identity Theft

1. If, in the course of pre-litigation debt collection efforts by one of Midland's internal debt collectors, a New York City consumer whom Midland has contacted believing that consumer is the debtor on a debt owned by Midland, claims that he or she does not owe the debt because he or she was the victim of identity theft, and provides Midland with a police report or an FTC Identity Theft Victim's Complaint and Affidavit or other FTC -- recommended process substantiating the claim, Midland shall cease collection activity, investigate the consumer's claim, and not resume collection activity unless and until Midland determines that the consumer was not the victim of identity theft in connection with that debt.

(G) Wrong Party Contacts

1. If, in the course of pre-litigation debt collection efforts by one of Midland's in-house debt collectors, Midland calls a New York City number, believing that it will reach the debtor on a debt owned by Midland, and reaches an individual who claims that Midland has misidentified him or her as the debtor and provides information consistent with that

claim, Midland shall designate such number as invalid in connection with the account to ensure that the number is not called again with respect to that account.

(H) Correcting Credit Reports

1. Midland shall continue to comply with the Fair Credit Reporting Act.

(I) Use of Process Servers

1. In any debt collection cases brought in New York City by Midland's Internal Legal Group (meaning those attorneys who work in-house at Midland rather than for a law firm engaged by Midland), Midland will continue to only engage process servers that are licensed by the Department. Midland will also instruct the law firms it engages to use only process servers licensed by the Department in any debt collection cases brought in New York City. Midland also agrees to cooperate in any Department investigation of a particular process server if Midland's Internal Legal Group has engaged that process server at any time within the two (2) years prior to the Department's request for Midland's cooperation. Midland will also notify the Department on a quarterly basis of any traverse hearing that was determined adversely to the process server in any New York City debt collection case that was brought by Midland's Internal Legal Group. Such notification shall be in the form of a spreadsheet listing the court, the caption of the case, the case index number, the name of the process server and the date of the traverse hearing. For purposes of this paragraph, the quarterly periods shall be the period from January 1 to March 31, the period from April 1 to June 30, the period from July 1 to September 30, and the period from October 1 to December 31. After any quarter during which any traverse hearings requiring notification occur, Midland shall provide notification to the Department within twenty (20) business days after the conclusion of the quarter. If there are no hearings requiring notification to the Department in any quarter, Midland shall not be required to provide

any notification under this paragraph. Nothing contained in this paragraph shall be construed to obviate Midland's responsibilities pursuant to 6 R.C.N.Y. § 2-193(b)(3).

(J) Garnishment and Levy

1. Respondents (whether acting directly or through any business entity, corporation, division, affiliate, agent, servant, officer, employee, or other device) shall follow all statutory requirements for and exemptions from garnishment and levy against a New York City consumer, including, but not limited to, Article 52 of the New York Civil Practice Law and Rules.

(K) Compliance Monitoring and Reporting

1. Within thirty days of the Department's execution of this Consent Order, Respondents shall appoint a Compliance Officer who shall be responsible for ensuring adherence to the terms of this Consent Order and for resolving any complaints Respondents receive regarding the attempt by any of the Respondents to collect debt purportedly owed by a New York City consumer. Respondents shall notify the Department of the name, telephone number, address and email address of the Compliance Officer they appoint.

2. If the identity of the Compliance Officer changes at any time within the following year, Respondents shall provide the Department with the name, telephone number, address and email address of the replacing Compliance Officer within five days of such change.

3. Respondents shall submit a sworn affidavit, together with a Compliance Report from the Compliance Officer 180 days following the execution of this Consent Order describing and documenting Respondents' compliance with this Consent Order.

4. Within ten days of receipt of written notice from the Department, the Compliance Officer shall provide the Department with a copy of any written complaint any of

the Respondents has received during the prior ninety days regarding its attempts to collect a debt purportedly owed by a New York City consumer as well as documents evidencing the Respondent's resolution of the complaint.

5. Respondents shall make all possible efforts in good faith to resolve all consumer complaints filed with the Department within twenty (20) days of receipt of copies of those complaints, but in all instances, Respondents shall respond in writing to the Department regarding those consumer complaints within twenty (20) days of receipt of any complaints.

6. Respondents shall produce the following, electronically in the format indicated by the Department, within thirty days of receiving a request from the Department:

- a. The records Respondents are required to keep by this Consent Order or Section 2-193 of the Rules;
- b. The recordings required by Section 2-193(b)(2) of the Rules; and
- c. Documents sufficient to identify the manner in which Respondents maintain their records.

7. Respondents shall respond to all subpoenas and document requests issued to them by the Department.

8. Respondents shall report to the Department all pending actions, proceedings, civil investigative demands or subpoenas, by government agencies against them, within ten days of being notified of same.

(L) Payment Obligations

1. Upon the execution of this Consent Order by the Department, Midland shall pay to the Department a civil penalty of \$60,000 for each of the seven (7) of Midland's Licenses for a total of \$420,000, plus costs of investigation of \$250,000.

III. THE DEPARTMENT'S OBLIGATIONS

(A) Renewal of Midland's Licenses

1. Upon the execution of this Consent Order by the Department and the payment by Midland of the amounts specified above, the Department shall renew Midland's Licenses for the period February 1, 2013 to January 31, 2015 and shall issue Midland Temporary Operating Letters for the period after January 31, 2015 as reasonably necessary to enable Midland to submit renewal applications for the period February 1, 2015 to January 31, 2017.

IV. MISCELLANEOUS

1. Respondents hereby agree to waive any further right to a hearing and appeal on any of the matters referred to herein, under §§ 20-104 and 20-105 of the Admin. Code or under Article 78 of the New York Civil Practice Law and Rules.

2. Respondents agree that any future violations of the Consumer Protection Law and Rules thereunder shall be treated by the Department as knowing violations.

3. This Consent Order does not constitute an admission by Midland of any fact or any violation of any local, state or federal law, rule or regulation, and Midland expressly denies any such violation. Midland enters into this Consent Order for settlement purposes only. This Consent Order is made without trial or adjudication of any issues of fact or law. This Consent Order does not constitute evidence or admission of any issues of fact or law.

4. A finding, after notice and hearing, that any of the Midland entities that is a Party to this Consent Order has committed a material breach of the terms of this Consent Order, shall be sufficient grounds for the revocation of any debt collection agency license issued by the Department to that entity and shall subject that entity to a maximum civil penalty of \$1,000 for each such breach.

5. If the same conduct gives rise to both a material breach of this Consent Order and a breach of the Licensing Law or Rules, the Debt Collection Agency Law or Rules, or the Consumer Protection Law or Rules, Respondent shall be subject to the penalty set forth in Section IV(4) twice: once for the breach of the Consent Order and once for the breach of the applicable Law or Rule.

6. Nothing contained in this Consent Order shall be construed to limit in any way the authority of the Commissioner of the Department under Admin. Code §§ 20-104 or 20-493.

7. Nothing contained in this Consent Order shall be construed to obviate Respondents' responsibilities pursuant to §§ 1-13, 1-14, 1-16 and 2-193 of 6 R.C.N.Y.

8. This Consent Order constitutes a complete settlement and release by the Department of all claims and causes of action against Midland, and its successors, parents, assigns and subsidiaries, including any of their officers, agents, law firms, directors, servants, or employees with respect to Midland's collection practices, whether known or unknown, suspected or unsuspected, whether legal, equitable or statutory, whether directly, indirectly, representatively, derivatively or in any other capacity, and which the Department has or may have had, up to the Department's execution of this Consent Order.



9. Nothing in this Consent Order shall provide any rights to, or permit any person or entity not a signatory hereto to enforce any provision of this Consent Order. This Consent Order may not be relied upon by third parties to assert or defend any rights or remedies.

10. Any notices required or permitted by this Consent Order shall be in writing and sent by United States mail, certified mail return receipt requested, or other nationally-recognized courier service that provides for tracking services and identification of the person signing for the document, and addressed as follows:

If to the Department, to:

New York City Department of Consumer Affairs  
Attn: Marla Tepper, Esq.  
42 Broadway, 9th Floor  
New York, NY 10004-1716

If to Midland, to:

Midland Credit Management, Inc.  
Attention: General Counsel  
3111 Camino Del Rio North, Suite 1300  
San Diego, CA 92108

With a required copy (which shall not constitute notice) to:

Karen F. Lederer, Esq.  
Troutman Sanders LLP  
405 Lexington Avenue  
New York, NY 10174

Either Party may change or add the name and address of the person(s) designated to receive notice on its behalf by notice given (effective upon the giving of such notice) in the manner provided for in this paragraph.

11. Midland's agreement to undertake the obligations described herein shall not be construed as evidence that such steps are necessary to comply with any federal, state or local law, regulation or rule, nor shall such agreement be construed as evidence that such

measures did not exist at Midland prior to the execution of this Consent Order, nor shall this Consent Order otherwise prejudice the position of Midland with respect to whether it has complied with any federal, state or local law, regulation or rule.

12. Midland shall have 60 days from the execution of this Consent Order by the Department to comply with the requirements of Section II (D). Midland shall have 120 days from the execution of this Consent Order by the Department to comply with the requirements of Sections II(C) and (I). Midland shall have 180 days from the execution of this Consent Order by the Department to comply with the requirements of Sections II (E), (F) and (G).

13. The obligations undertaken by Midland herein shall not apply to any act or omission by Midland in collecting or attempting to collect any debt from any individual who is not a New York City consumer at the time of collection.

14. Nothing in this Consent Order shall be construed to authorize or require any action by Midland in violation of any applicable federal, state or local law, regulation or rule.

15. If compliance with any provision of this Consent Order would render compliance with any federal or state law, regulation or rule relating to the same subject matter impossible, then compliance with such provision of federal or state law, regulation or rule shall be deemed compliance with the relevant provision of this Consent Order.

16. The acceptance of this Consent Order by the Department shall not be deemed approval by the Department of any of Respondent's business practices, and Respondent shall make no representation to the contrary.

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17. This Consent Order shall expire two (2) years from the date it is executed


by the Department.

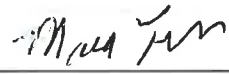
Agreed to by:

Accepted for:

Midland Credit Management Inc.

The New York City Department of  
Consumer Affairs

By:   
Name: Greg Call  
Title: SVP General Counsel

By:   
Name: Marka Tepper  
Title: General Counsel

3-26-15  
Date

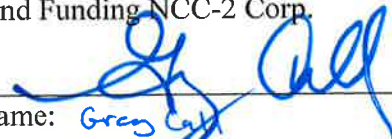
dk 4-3-2015  
Date

Midland Funding LLC

By:   
Name: Greg Call  
Title: Secretary

3-26-15  
Date

Midland Funding NCC-2 Corp.

By:   
Name: Greg Call  
Title: Secretary

3-26-15  
Date

MRC Receivables Corp.

By:   
Name: Greg Call  
Title: Secretary

3-26-15  
Date