

ACCOUNT SALE AGREEMENT

This Account Sale Agreement ("**Agreement**"), dated as of December 8, 2005, is between Capital One, F.S.B., a federal savings bank ("**Seller**") and Centurion Capital Corporation, a Maryland corporation ("**Buyer**").

RECITALS

- A. Seller owns certain charged-off consumer loan and credit card accounts.
- B. Seller desires to sell, and Buyer desires to purchase, such accounts.

The parties agree as follows:

AGREEMENT

1. Definitions.

"**Account(s)**" means the charged-off consumer accounts identified on the Sale File.

"**Adjustment Amount**" with respect to an Account means the Unit Price multiplied by the Unpaid Balance of such Account as of the date on which such Adjustment Amount is determined.

"**Borrower(s)**" means the obligor(s) on the Accounts.

"**Closing**" means the consummation of the transactions contemplated by this Agreement.

"**Closing Date**" means December 8, 2005, or such other date as may be agreed by the parties.

"**Cutoff Date**" means December 6, 2005.

"**Prior Agreements**" means the agreements under which Seller originally acquired the Accounts.

"**Prior Owners**" means the prior owners or originators of the Accounts.

"**Purchase Price**" means the amount specified in Section 2.2 below.

"**Sale File**" means the electronic file attached as **Exhibit 1** prepared by Seller setting forth at least the following information with respect to each Account, but only to the extent the same is available to Seller: original creditor's account number, the name, address (including state and zip code), social security number and available telephone numbers of the Borrower, the date of charge-off, the date of first delinquency, the last payment date, and the Unpaid Balance.

"Unit Price" means *Redacted*

"Unpaid Balance" means, as to any Account, the unpaid balance as of the Cut-off Date in United States Dollars for such Account as reflected on Seller's records. Buyer acknowledges that the figure provided as the Unpaid Balance for any Account may include interest, costs, fees and expenses. This figure may also reflect payments made by or on behalf of any Borrower which have been deposited and credited to the Unpaid Balance for any Account, but that may subsequently be returned to Seller due to insufficient funds to cover such payments. The Unpaid Balance does not include any interest, fees, or other finance charges that were accrued after the date the Account was acquired by Seller. Buyer acknowledges that Seller shall have no liability beyond the Adjustment Amount for errors in calculation of the Unpaid Balance and that the amount listed on **Exhibit 1** is correct to Seller's knowledge. The aggregate Unpaid Balance of the Accounts as of the Cutoff Date is approximately *Redacted*

2. Purchase and Sale of Accounts.

2.1 **Purchase and Sale.** Subject to all the terms and conditions of this Agreement, on the Closing Date Seller will sell and Buyer will purchase the Accounts, free and clear of any and all liens, claims, charges and encumbrances. Except for the representations, warranties and covenants set forth in this Agreement, the sale of the Accounts is "without recourse" to Seller, "AS-IS" with all faults, and without warranty of any kind, express or implied.

2.2 **Purchase Price; Payment.** The purchase price for the Accounts is *Redacted* representing an amount equal to the Unit Price multiplied by the aggregate Unpaid Balance as of the Cutoff Date. The Purchase Price is payable by Buyer to Seller by wire-transfer or other immediately available funds.

2.3 **Bill of Sale.** At Closing, Seller will execute and deliver a Bill of Sale to evidence the conveyance and transfer to Buyer of all of Seller's right, title and interest in and to the Accounts. Seller will also deliver to Buyer on or before the Closing Date a Sale File, in Seller's customary format, of the Accounts showing each Account's Unpaid Balance as of the Cutoff Date. The Bill of Sale will be substantially in the form attached as **Exhibit 2**.

2.4 **Updated List of Accounts and Account Status.** Seller will promptly, and in any event within ten (10) business days following the Closing Date, provide Buyer with a Sale File (in Seller's customary format) of Accounts showing all information as of the Closing Date, to the extent such an update is required to update the list provided pursuant to Section 2.3. If Seller receives any payments to any Account prior to the Closing Date that is not reflected in the list of Unpaid Balances provided pursuant to Section 2.3, Seller agrees to forward such payments to Buyer within forty-five (45) days of receipt of such payment by Seller.

2.5 **Not a Sale of Securities.** Buyer and Seller agree and acknowledge that the sale of Accounts documented by this Agreement is not a sale of securities.

3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date:

3.1 **Due Incorporation; Authorization; No Conflict.**

- (a) Seller is a savings bank organized under the laws of the United States.
- (b) Seller has the corporate power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to sell the Accounts to Buyer and to perform Seller's other duties under this Agreement.
- (c) Seller's execution, delivery and performance of this Agreement are within Seller's corporate or legal powers, have been duly authorized by all necessary corporate action on the part of Seller, and are not in conflict with the charter or by-laws of Seller or any law or regulation applicable to Seller.

3.2 **Account Information.** The information contained in the Sale Files provided by Seller to Buyer pursuant to Sections 2.3 and 2.4 is an accurate copy of such information as reflected in Seller's electronic account database as of the Cut-Off Date.

3.3 **Accounts.**

- (a) On the Closing Date, to the best of Seller's knowledge, Seller will have good and marketable title to the Accounts, free and clear of all liens, charges, encumbrances or rights of others (other than Buyer);
- (b) To the best of Seller's knowledge, Seller has not initiated collection litigation or other legal proceedings against any Borrower with respect to any Account;
- (c) To the best of Seller's knowledge, Seller has not received written notice that a final judgment has been entered with respect to any Account;
- (d) To the best of Seller's knowledge, no Account has been discharged in bankruptcy, and no Borrower has filed for, or is the subject of, any currently pending bankruptcy proceeding;
- (e) To the best of Seller's knowledge, no Borrower is deceased;
- (f) To the best of Seller's knowledge, no Account has been validly settled;
- (g) To the best of Seller's knowledge, no Account was fraudulently originated or used; and
- (h) To the best of Seller's knowledge, no Borrower is represented by counsel with respect to an Account.

To the extent that any representation or warranty set forth in this Section 3.3 proves to be false, Buyer's sole and exclusive remedy shall be to obtain a refund of the Adjustment Amount for such Account in accordance with Section 9.2 below.

3.4 No Brokers. Seller has not entered into any agreement obligating Buyer to pay any commission or other compensation to any broker, investment broker, agent or other person as a result of Buyer's purchase of the Accounts under this Agreement.

4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

4.1 Due Organization; Authorization; No Conflict.

(a) Buyer is duly organized, existing and in good standing as a Maryland corporation.

(b) Buyer has the corporate power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to purchase the Accounts from Seller and to perform Buyer's other duties under this Agreement.

(c) Buyer's execution, delivery and performance of this Agreement are within Buyer's corporate or legal powers, have been duly authorized by all necessary corporate action on the part of Buyer, and are not in conflict with the charter or by-laws of Buyer or any law or regulation applicable to Buyer.

4.2 Sophisticated Buyer; Due Diligence. Buyer is a sophisticated, informed buyer and has the knowledge and experience in financial and business matters, including without limitation the purchase and collection of charged-off receivables and accounts that are or may be the subject of a currently or formerly pending litigation, disputes, or bankruptcy proceedings, that enable it to evaluate the merits and risks of the transaction contemplated by this Agreement. Buyer acknowledges that Seller, except as specifically set forth in this Agreement, does not represent, warrant or insure the accuracy or completeness of any information provided to Buyer or in the Sale File or any other Account files. Buyer has made such independent investigations as it deems to be warranted into the nature, validity, enforceability, collectibility, and value of the Accounts, and all other facts it deems material to its purchase. Buyer is entering into this transaction solely on the basis of that investigation, Buyer's own judgment, and Seller's express representations and covenants specifically set forth in this Agreement. Buyer is not acting in reliance on any representation made or information furnished by the Seller, its employees, agents, representatives or independent contractors, other than the express representations and warranties of Seller contained in this Agreement. Without limiting the generality of the foregoing, Buyer expressly acknowledges that (1) some of the Accounts are subject to a currently or formerly pending dispute, lawsuit, or case under the Bankruptcy Code, (2) with respect to Accounts in bankruptcy, Seller has not filed a proof of claim with respect to such Accounts, and (3) the statutory period in which actions may be brought to enforce the Accounts may have expired with

respect to certain Accounts and Buyer will not be permitted to file or maintain legal actions with respect to such Accounts.

4.3 **Financial Capacity.** Buyer is solvent and has sufficient financial capacity to undertake and properly perform all of the obligations to be performed by it under this Agreement on and after the Closing Date.

5. **Closing Conditions.**

5.1 **Closing Conditions.** The obligation of Seller to sell, and Buyer to purchase, the Accounts on the Closing Date shall be subject to each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of the parties will be materially true and correct as of the Closing Date.

(b) **Covenants.** All other terms and conditions of the Agreement which are required to be performed on or prior to the Closing Date by either party shall have been materially complied with or performed.

(c) **No Violation.** Consummation by Buyer and Seller of the transactions contemplated by this Agreement and performance of this Agreement will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to Buyer or Seller.

(d) **Approvals, Consents and Notices.** All required approvals, consents, and other actions by, and notices to and filings with, any governmental authority, and any other person or entity (including without limitation any consents required from Prior Owners of the Accounts) will have been obtained or made.

5.2 **Reasonable Efforts; Waiver; Termination.** Each party shall use its commercially reasonable efforts to cause all conditions to Closing to be satisfied on or before the Closing Date. Satisfaction of a condition to Closing may be waived by the party entitled to the benefit of such condition. Either party may terminate this Agreement if the Closing has not occurred on or before ninety (90) days after the originally scheduled Closing Date.

6. **Covenants; Conduct of Business Following Closing.**

6.1 **Notice to Borrower.** Buyer agrees to notify each Borrower of Buyer's purchase of the Borrower's Account within thirty (30) days after Closing. In addition, after the Closing Date Seller may, but will not be obligated to, give any Borrower written or oral notice of the transfer of the Borrower's Account to Buyer.

6.2 **Notice to Credit Reporting Agencies.** Promptly and in no event later than sixty (60) days following the Closing Date, Seller will report to the appropriate credit reporting agencies any Account that was previously reported as being owned by Seller as either transferred to Buyer, charge-off transferred to Buyer, sold to Buyer, or charge-off sold to Buyer. Except as

required by law, Seller will make no other reports to credit reporting agencies with respect to the Accounts after the Closing Date.

6.3 Account Payments Received by Seller. Seller will forward to Buyer any payments with respect to an Account that are received by Seller on or after the Cutoff Date and on or before the date that is one-hundred eighty (180) days after the Closing Date. All payments with respect to an Account that are received by Seller after such date shall be returned to the person making the payment.

6.4 No Media Requests. Buyer expressly understands that Seller will not provide Buyer with any documentation relating to any Account, including without limitation any application, agreement, billing statement, notice, correspondence, documents supporting a deficiency balance, or consumer information which relates to an Account, regardless of whether such documents are in Seller's possession or could be obtained from a third party. Buyer has taken such absence of documents into account in determining whether, and at what price, to purchase the Accounts.

6.5 Use of Seller's or Prior Owner's Name. Buyer will not use or refer to the name of Seller or any Prior Owner for any mass advertising regarding the Accounts and will not portray itself as Seller's or any Prior Owner's agent, partner or joint venturer with respect to the Accounts. However, Buyer may use the name of Seller or a Prior Owner for purposes of identifying an Account (a) in communications with the Account's Borrowers in order to collect amounts outstanding on the Account, or (b) in connection with filing suit upon the Account. In addition, subject to obtaining Seller's prior written consent, Buyer may use the name of Seller (x) in connection with a securitization transaction for the Accounts, (y) in connection with any sale of the Accounts, and (z) in offering materials relating to the Accounts. In contacting a Borrower, filing suit, or selling Accounts, Buyer will not state or represent in any way that Buyer is contacting the Borrower, filing suit or selling Accounts for or on behalf of Seller or a Prior Owner. Buyer expressly acknowledges that a breach of this Section 6.5 may also constitute a breach of an Underlying Agreement for which Seller would be obligated to pay liquidated damages to a Prior Owner, and that any such liquidated damages would be indemnifiable under Section 10.2.

6.6 Insurance. Buyer shall maintain (i) a general liability insurance policy with minimum coverage of two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence and (ii) professional liability for errors and omissions with a limit of at least one million dollars (\$1,000,000) until the first to occur of (i) the date on which all of Buyer's activities with respect to the Accounts have ceased, and (ii) December 31, 2011.

6.7 Compliance With Law. With respect to the Accounts, Buyer will, and will cause any agent, contractor, or permitted successor owner of the Accounts to, at all times following the Closing Date comply with all applicable state and federal laws, including without limitation the Consumer Credit Protection Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and the Gramm-Leach-Bliley Act. Buyer will not collect or attempt to collect any Account in any jurisdiction in which Buyer does not have all required licenses for such activity.

Buyer agrees that it will not violate any laws relating to unfair credit collection practices, to the extent, if any, that they may apply to Buyer, in connection with any of the Accounts transferred to Buyer pursuant to this Agreement. Buyer also agrees not to take any enforcement action against any Borrower that would be commercially unreasonable.

6.8 Notice of Claims. Buyer will notify Seller promptly of any written claim or written threatened claim against Seller or any Prior Owner, or any written claim or written threatened claim that Buyer reasonably believes may affect Seller or any Prior Owner, that is discovered by Buyer and relates to the Accounts.

7. Issuers and Prior Account Owners.

7.1 No Contact With Prior Owners. Buyer agrees that Buyer shall not contact any Prior Owner for any purpose relating to any Account, unless required to do so by law. Buyer will, from and after the Closing Date, handle and respond to any Borrower inquiries, requests or communications concerning or relating to any Accounts sold under this Agreement directly with the Borrower or the Borrower's representatives. Buyer must not refer, for any reason, any Borrower with an inquiry or any other Account issues to Seller or a Prior Owner.

7.2 Enforcement / No Legal Action With Respect to Certain Accounts. Seller has identified certain Accounts as "Non-Litigation Accounts." Buyer agrees and represents that Buyer shall not institute any enforcement or legal action or proceeding against any Borrower or guarantor on any Non-Litigation Account. Buyer further agrees that it shall not make reference to Seller or any prior Account owner in any correspondence to or discussion with any Borrower or guarantor on a Non-Litigation Account regarding enforcement or collection of the Non-Litigation Account except to identify the origination of such Account. Buyer shall not misrepresent, mislead, deceive, or otherwise fail to adequately disclose to any particular Borrower or guarantor the identity of Buyer as the owner of the Accounts. Seller shall have, in addition to all other legal rights and remedies, the right to seek the entry of an order by a court of competent jurisdiction enjoining any violation of this Section 7.2.

8. Limitations on Resale / Assumption of Liabilities.

8.1 Limited Resale. Buyer may not sell, assign, or otherwise transfer any of the Accounts, other than such Accounts as are identified in the Sale File as "transferable without consent". Any sale, assignment, or other transfer of the Accounts shall not release Buyer from its liabilities and obligations under this Agreement.

8.2 Assumption of Liabilities.

(a) Buyer acknowledges that following the Closing Date Seller will continue to be obligated to Prior Owners under the Prior Agreements and Buyer agrees to assume such obligations to the extent they are consistent with Buyer's obligations to Seller under Sections 6 and 7 of this Agreement. In addition, Buyer agrees to assume all obligations of Seller with respect to the Accounts under the Prior Agreements identified on Section 1 of **Exhibit 3**, except

for obligations related to losses, damages, liabilities, costs and expenses incurred as a result of any third party claim with respect to Seller's violation of any state or federal statute, regulation or common law or any claim by any Borrower regarding collection, enforcement, servicing or administration of the Accounts by Seller prior to the Closing Date.

(b) In addition, Buyer agrees to assume all obligations of Seller set forth in Section 2 of **Exhibit 3**.

9. **Seller's Right to Repurchase Accounts / Purchase Price Adjustments.**

9.1 **Recall of Accounts.**

(a) Seller may repurchase, at any time, any Account (a "**Recall Account**"), other than an Account for which a current arrangement has been made for payment or settlement or that has in fact been settled, that Seller in good faith determines (i) is or becomes subject to a pending or threatened lawsuit, bankruptcy proceeding, or other legal proceeding or investigation relating to the Account or Borrower and naming Seller or otherwise involving Seller's interest therein in a manner unacceptable to Seller or in which Seller determines (in its sole discretion) that such matter cannot be resolved and/or that Seller's interests cannot be protected without Seller owning such Account, (ii) may form the basis of a claim against an affiliate, officer, director, employee, or agent of Seller, (iii) a representation or warranty with respect to such Account by Seller was false when made, or (iv) is the subject of a valid recall request received by Seller in connection with any obligation to a Prior Owner of such Account.

(b) If Seller elects to repurchase a Recall Account, then Seller shall promptly notify Buyer of the circumstances giving rise to such repurchase request and Buyer shall promptly stop releasing, collecting or compromising any such Recall Account.

(c) Seller shall promptly refund to Buyer the Adjustment Amount with respect to such Recall Account. Within five (5) business days after receipt of the Adjustment Amount for a Recall Account, Buyer shall endorse and/or re-assign to Seller, without representations or warranties other than as to title and Buyer's compliance with applicable law with respect to the Recall Account, each Recall Account repurchased pursuant to this Section 9.

(d) Any payments on Recall Accounts received by Buyer prior to Buyer's receipt of the Adjustment Amount from Seller shall belong to Buyer. Any payments or collections on Recall Accounts that are received by Buyer or Seller after a recall shall belong to Buyer.

9.2 **Purchase Price Adjustments.** Seller agrees to refund an amount equal to the Adjustment Amount for any Account to the extent that Buyer provides Seller, within thirty (30) days after the Closing Date, with commercially reasonable written documentation that a representation or warranty under Section 3.3 of this Agreement with respect to such Account was false when made (determined, for purposes of this Section 9.2 only, without regard to any knowledge qualification to such representation or warranty). Documentation that is deemed

commercially reasonable shall include without limitation credit bureau reports, attorney correspondence, and correspondence or forms from the issuer, prior owner, or prior agency on an Account. Such requests by Buyer shall be made only once, on or before thirty (30) days after the Closing Date. Seller shall pay the Adjustment Amount to Buyer not later than forty-five (45) days after Buyer has provided the documentation required in the prior sentence. The provisions of this Section 9.2 constitute Buyer's sole and exclusive remedy for a breach of representation or warranty in Section 3.3, and Seller shall have no liability for the breach or inaccuracy of any representation or warranty under Section 3.3 for which it does not receive the required documentation from Buyer within thirty (30) days after the date of this Agreement.

9.3 Obligations Regarding Repurchased or Refunded Accounts. Following a repurchase of an Account by Seller pursuant to Section 9.1, or a refund of the Adjustment Amount pursuant to Section 9.2, Buyer shall have no right to use any information related to such Account, including without limitation any "nonpublic personal information" (as such term is defined in the Gramm-Leach-Bliley Act) concerning the Borrower, for any purpose. Without limiting the foregoing, Buyer shall immediately cease any collection activities with respect to an Account for which a refund is made pursuant to Section 9.2. Buyer may retain a copy of such information solely to the extent necessary for internal audit and control purposes, and shall protect and keep any such retained information confidential.

10. Indemnification.

10.1 Seller's Indemnification. From and after the date of this Agreement, Seller shall indemnify, hold harmless and, to the extent provided in Section 10.3, defend Buyer, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "**Buyer's Indemnified Persons**") from and against, and reimburse each of the Buyer's Indemnified Persons with respect to, any and all losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, including without limitation fees and costs incurred in discovery, at trial, and in any post-trial or appellate proceeding (collectively, "**Damages**") incurred by any of the Buyer's Indemnified Persons as a result of any third party claim with respect to, arising out of, or in connection with (i) the inaccuracy of any of Seller's representations or warranties in this Agreement, other than a representation or warranty set forth in Section 3.3 above, or (ii) the failure to perform any of Seller's covenants in this Agreement, which failure has not been cured within fifteen (15) days of Seller's receipt of a notice of such failure from Buyer. "**Damages**" shall not include lost profits and indirect or consequential damages except to the extent such amounts are part of a settlement or judgment paid to a third party.

10.2 Buyer's Indemnification. From and after the date of this Agreement, Buyer shall indemnify, hold harmless and, to the extent provided in Section 10.3, defend Seller, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "**Seller's Indemnified Persons**") from and against, and reimburse each of the Seller's Indemnified Persons with respect to, any and all Damages incurred by any of the Seller's Indemnified Persons as a result of any third party claim with respect to, arising out of, or in connection with (i) the inaccuracy of any of Buyer's representations or warranties in this Agreement, (ii) the failure to

perform any of Buyer's covenants in this Agreement, which failure has not been cured within fifteen (15) days of Buyer's receipt of a notice of such failure from Seller, (iii) the violation of any statute, regulation or common law, whether state or federal, by Buyer, Buyer's agents or successors, or by any third party purchaser of the Accounts, with respect to an Account, or (iv) any claim by any Borrower regarding collection, enforcement, servicing or administration of the Accounts by Buyer or its agents or successors.

10.3 Procedure For Indemnification.

(a) If any third party shall notify a party entitled to indemnification under this Section 10 (an "**Indemnified Party**") with respect to any matter (a "**Claim**") that may give rise to a claim for indemnification under this Agreement, then the Indemnified Party shall promptly notify the party obligated to provide indemnification under this Section 10 (the "**Indemnifying Party**") in writing; provided that the failure to so notify shall not excuse the indemnification obligation of the Indemnifying Party except to the extent the Indemnifying Party suffers actual prejudice as a result of such failure.

(b) The Indemnifying Party shall have the right to assume and thereafter conduct the defense of the Claim with counsel of its choice reasonably satisfactory to the Indemnified Party, if it has first acknowledged in writing its obligation to indemnify under this Agreement with respect to the Claim and has provided assurance reasonably satisfactory to the Indemnified Party that it has and will have the resources to satisfy such indemnification obligation. The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld) unless the judgment or proposed settlement involves only the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or otherwise prejudice the Indemnified Party as to similar claims in the future.

(c) The Indemnifying Party shall keep the Indemnified Party fully informed as to all material developments in connection with the Claim. Unless and until the Indemnifying Party assumes the defense of the Claim as provided above, the Indemnified Party may defend against the Claim in any manner it may deem appropriate. If the Indemnified Party reasonably concludes in its sole discretion that the Indemnifying Party is failing to actively and diligently defend against the Claim as provided above, then, notwithstanding anything to the contrary in this Agreement, the Indemnified Party may defend against the Claim in any manner it may deem appropriate, including the settlement of such Claim, and shall be entitled to reimbursement of the expenses of such defense and settlement from the Indemnifying Party.

(d) The parties to this Agreement shall make available to the other, from time to time upon request, any books, records, or other documents within their control relating to the Accounts that are necessary or appropriate for the defense of any Claim.

10.4 **Limitations of Liability.** Notwithstanding the foregoing, the liability of Seller and Buyer under this Agreement shall be subject to the following limitations:

(a) Except for a party's indemnification obligations contained in Section 10.1 or Section 10.2, under no circumstances will either party be liable to the other party, with respect to the subject matter of this Agreement, for indirect, incidental, consequential, special, punitive or exemplary damages, including without limitation lost profits, arising from or relating to any provision of, or a party's performance of, this Agreement.

(b) No claim by Buyer for indemnity for a breach of representation or warranty under this Agreement will be effective if it is not received by Seller on or before twelve months after the Closing Date; for the sake of clarity, it is acknowledged that this limitation does not apply to a breach or default by Seller of any covenant to be performed after the Closing Date.

(c) No claim by Seller for indemnity for a breach of representation or warranty under this Agreement will be effective if it is not received by Buyer on or before twelve months after the Closing Date; for the sake of clarity, it is acknowledged that this limitation does not apply to a breach or default by Buyer of any covenant to be performed after the Closing Date, including without limitation those covenants set forth in Sections 6, 7 or 8 of this Agreement.

(d) The maximum liability of Seller with respect to a breach of a representation or warranty in Section 3 with respect to an Account shall be the Adjustment Amount applicable to such Account.

(e) Neither party shall have any indemnification obligation with respect to the first *Reduced* of Damages of the other party's Indemnified Persons as a group.

(f) The maximum aggregate liability of Seller under this Agreement or otherwise in connection with the Accounts shall be an amount equal to the Purchase Price paid by Buyer.

10.5 **Survival.** All representations and warranties set forth in this Agreement, and the indemnity obligations under this Section 10, shall survive the Closing or any termination of this Agreement.

11. **Confidentiality.** From and after the execution of this Agreement, each party (a "receiving party") shall keep confidential, and shall use reasonable efforts to cause their respective officers, directors, employees and agents to keep confidential, any and all proprietary or trade secret information obtained from the other party (a "disclosing party") concerning the assets and business of the disclosing party, and shall not use such confidential information for any purpose other than to exercise its rights and carry out its obligations under this Agreement; *provided, however,* that a receiving party shall not be subject to the obligations set forth in the preceding sentence with respect to any such information provided to it by a disclosing party which either (i) was in the receiving party's possession at the time of disclosure, (ii) was in the public domain at the time of disclosure, or subsequently enters the public domain through no act or failure to act on the part of the receiving party, (iii) is lawfully obtained by the receiving party from a third party, or (iv) is required to be disclosed by a court or other governmental agency or competent jurisdiction.

12. **Miscellaneous Terms**

12.1 **Notices.** All notices and other communications between the parties will be in writing and will be deemed given when delivered personally, including by facsimile, or one business day after deposit with a nationally-recognized overnight courier service, to a party at its address set forth below, or to any other address as a party may designate in writing:

To Buyer:

Centurion Capital Corporation
700 King Farm Blvd., Suite 503
Rockville, MD 20850
Attention: Brian K. Childs
Facsimile: (240) 386-3882

To Seller:

Capital One, F.S.B.
1680 Capital One Drive
McLean, VA 22102
Attention: Tom Thurmond
Facsimile: (208) 472-5414

With a copy to:

Capital One, F.S.B.
1680 Capital One Drive
McLean, VA 22102
Attention: Associate General Counsel
Facsimile: (703) 720-2221

12.2 **Successors and Assigns.** This Agreement will bind and inure to the benefit of Buyer and Seller and their respective permitted successors and assigns.

12.3 **Severability.** If any provisions of this Agreement are found to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be construed as if the unenforceable provisions were deleted.

12.4 **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees or other costs incurred in connection with such action or proceeding and in any petition for appeal or appeal therefrom, in addition to any other relief to which it or they may be entitled.

12.5 **Governing Law.** The parties intend that this contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to contracts made and wholly performed within Virginia by persons domiciled in Virginia, without regard to choice of law rules.

12.6 **Waiver of Jury Trial.** **EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY**

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JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

12.7 Legal Drafting and Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.8 No Partnership or Joint Venture. The relationship between the parties created by this Agreement is that of buyer and seller only. This Agreement does not create a partnership or joint venture between Buyer and Seller, and neither Buyer nor Seller is the agent of the other party as a result of this Agreement or has any authority hereunder to act on behalf of or bind the other party in any manner.

12.9 Counterpart and Facsimile Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts shall be deemed a single original of this Agreement. A facsimile transmission by one party to another party of an executed signature page of this Agreement shall be deemed to be equivalent to delivery of an original signature page, and the transmitting party shall forward the original signature page upon request of the receiving party.

12.10 Entire Agreement. This Agreement and the agreements referred to herein contain the entire understanding of, and supersedes all prior or contemporaneous agreements among, the parties with respect to the subject matter hereof.

12.11 Waiver; Amendment. Neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated orally. Any change, waiver, discharge or termination may be effected only by a writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

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

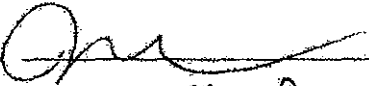
CENTURION CAPITAL CORPORATION,
a Maryland corporation

CAPITAL ONE, F.S.B.,
a federal savings bank

By:  _____

Name: Ronald M. Hanson

Title: General Counsel

By:  _____

Name: Jory Alan Benson

Title: SVP, Card Operations

Exhibit 1
SALE FILE

(Tape or other means of electronic transfer may be provided in lieu of a list)

CCC 00076

Exhibit 2
BILL OF SALE

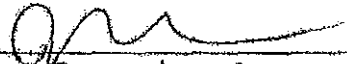
Capital One, F.S.B. ("Seller"), for valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers to Centurion Capital Corporation ("Buyer"), all of Seller's right, title and interest in and to the Accounts as identified on **Exhibit 1** attached hereto.

CAPITAL ONE, F.S.B.,
a federal savings bank

By: _____

Name: _____

Title: _____


Jory Alan Besson
SVP, Prod Operations

ccc 00027

Exhibit 3
ASSUMED CONTRACTS and OBLIGATIONS

Section 1.

1. Purchase and Sale Agreement dated December 14, 2000 between First Select, Inc. and Capital One, F.S.B. (Capital One control #165).
2. Purchase and Sale Agreement For Discover Accounts dated December 14, 2000 between First Select, Inc. and Capital One, F.S.B. (Capital One control #165).
3. Purchase and Sale Agreement, dated as of October 10, 2000, between Debt One, LLC and Capital One, F.S.B. (Capital One control #156), Sections 6 through 11 only.
4. Purchase and Sale Agreement, dated February 28, 2002, between Providian National Bank and Providian Bank, as sellers, and Capital One, F.S.B., as buyer (Capital One control #1614).

Section 2.

1. Pursuant to Section 9(b) of the Credit Card Account Purchase Agreement, dated as of August 18, 2000, between HomeComings Financial Network, Inc. and Capital One, F.S.B. (Capital One control #151), Buyer acknowledges the representations and warranties set forth in Sections 3 and 4 of such agreement.

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BILL OF SALE

Capital One, F.S.B. ("**Seller**"), for valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers to Centurion Capital Corporation ("**Buyer**"), all of Seller's right, title and interest in and to the Accounts as identified on **Exhibit 1** attached hereto.

CAPITAL ONE, F.S.B.,
a federal savings bank

By: _____

Name: Jerry Alan Benson

Title: SVP, Card Operations

CEL00029

ACCOUNT SALE AGREEMENT

This Account Sale Agreement ("**Agreement**"), dated as of December 8, 2005, is between Capital One Bank, a Virginia banking corporation ("**Seller**") and Centurion Capital Corporation, a Maryland corporation ("**Buyer**").

RECITALS

- A. Seller owns certain charged-off consumer loan and credit card accounts.
- B. Seller desires to sell, and Buyer desires to purchase, such accounts.

The parties agree as follows:

AGREEMENT

1. Definitions.

"**Account(s)**" means the charged-off consumer accounts identified on the Sale File.

"**Adjustment Amount**" with respect to an Account means the Unit Price multiplied by the Unpaid Balance of such Account as of the date on which such Adjustment Amount is determined.

"**Borrower(s)**" means the obligor(s) on the Accounts.

"**Closing**" means the consummation of the transactions contemplated by this Agreement.

"**Closing Date**" means December 8, 2005, or such other date as may be agreed by the parties.

"**Cutoff Date**" means December 6, 2005.

"**Prior Agreements**" means the agreements under which Seller originally acquired the Accounts.

"**Prior Owners**" means the prior owners or originators of the Accounts.

"**Purchase Price**" means the amount specified in Section 2.2 below.

"**Sale File**" means the electronic file attached as **Exhibit 1** prepared by Seller setting forth at least the following information with respect to each Account, but only to the extent the same is available to Seller: original creditor's account number, the name, address (including state and zip code), social security number and available telephone numbers of the Borrower, the date of charge-off, the date of first delinquency, the last payment date, and the Unpaid Balance.

"Unit Price" means *Redacted*

"Unpaid Balance" means, as to any Account, the unpaid balance as of the Cut-off Date in United States Dollars for such Account as reflected on Seller's records. Buyer acknowledges that the figure provided as the Unpaid Balance for any Account may include interest, costs, fees and expenses. This figure may also reflect payments made by or on behalf of any Borrower which have been deposited and credited to the Unpaid Balance for any Account, but that may subsequently be returned to Seller due to insufficient funds to cover such payments. The Unpaid Balance does not include any interest, fees, or other finance charges that were accrued after the date the Account was acquired by Seller. Buyer acknowledges that Seller shall have no liability beyond the Adjustment Amount for errors in calculation of the Unpaid Balance and that the amount listed on **Exhibit 1** is correct to Seller's knowledge. The aggregate Unpaid Balance of the Accounts as of the Cutoff Date is approximately *Redacted*

2. Purchase and Sale of Accounts.

2.1 **Purchase and Sale.** Subject to all the terms and conditions of this Agreement, on the Closing Date Seller will sell and Buyer will purchase the Accounts, free and clear of any and all liens, claims, charges and encumbrances. Except for the representations, warranties and covenants set forth in this Agreement, the sale of the Accounts is "without recourse" to Seller, "AS-IS" with all faults, and without warranty of any kind, express or implied.

2.2 **Purchase Price; Payment.** The purchase price for the Accounts is *Redacted* representing an amount equal to the Unit Price multiplied by the aggregate Unpaid Balance as of the Cutoff Date. The Purchase Price is payable by Buyer to Seller by wire-transfer or other immediately available funds.

2.3 **Bill of Sale.** At Closing, Seller will execute and deliver a Bill of Sale to evidence the conveyance and transfer to Buyer of all of Seller's right, title and interest in and to the Accounts. Seller will also deliver to Buyer on or before the Closing Date a Sale File, in Seller's customary format, of the Accounts showing each Account's Unpaid Balance as of the Cutoff Date. The Bill of Sale will be substantially in the form attached as **Exhibit 2**.

2.4 **Updated List of Accounts and Account Status.** Seller will promptly, and in any event within ten (10) business days following the Closing Date, provide Buyer with a Sale File (in Seller's customary format) of Accounts showing all information as of the Closing Date, to the extent such an update is required to update the list provided pursuant to Section 2.3. If Seller receives any payments to any Account prior to the Closing Date that is not reflected in the list of Unpaid Balances provided pursuant to Section 2.3, Seller agrees to forward such payments to Buyer within forty-five (45) days of receipt of such payment by Seller.

2.5 **Not a Sale of Securities.** Buyer and Seller agree and acknowledge that the sale of Accounts documented by this Agreement is not a sale of securities.

3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that as of the date of this Agreement and as of the Closing Date:

3.1 **Due Incorporation; Authorization; No Conflict.**

(a) Seller is duly incorporated and validly existing as a Virginia banking corporation.

(b) Seller has the corporate power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to sell the Accounts to Buyer and to perform Seller's other duties under this Agreement.

(c) Seller's execution, delivery and performance of this Agreement are within Seller's corporate or legal powers, have been duly authorized by all necessary corporate action on the part of Seller, and are not in conflict with the charter or by-laws of Seller or any law or regulation applicable to Seller.

3.2 **Account Information.** The information contained in the Sale Files provided by Seller to Buyer pursuant to Sections 2.3 and 2.4 is an accurate copy of such information as reflected in Seller's electronic account database as of the Cut-Off Date.

3.3 **Accounts.**

(a) On the Closing Date, to the best of Seller's knowledge, Seller will have good and marketable title to the Accounts, free and clear of all liens, charges, encumbrances or rights of others (other than Buyer);

(b) To the best of Seller's knowledge, Seller has not initiated collection litigation or other legal proceedings against any Borrower with respect to any Account;

(c) To the best of Seller's knowledge, Seller has not received written notice that a final judgment has been entered with respect to any Account;

(d) To the best of Seller's knowledge, no Account has been discharged in bankruptcy, and no Borrower has filed for, or is the subject of, any currently pending bankruptcy proceeding,

(e) To the best of Seller's knowledge, no Borrower is deceased;

(f) To the best of Seller's knowledge, no Account has been validly settled;

(g) To the best of Seller's knowledge, no Account was fraudulently originated or used; and

(h) To the best of Seller's knowledge, no Borrower is represented by counsel with respect to an Account.

To the extent that any representation or warranty set forth in this Section 3.3 proves to be false, Buyer's sole and exclusive remedy shall be to obtain a refund of the Adjustment Amount for such Account in accordance with Section 9.2 below.

3.4 **No Brokers.** Seller has not entered into any agreement obligating Buyer to pay any commission or other compensation to any broker, investment broker, agent or other person as a result of Buyer's purchase of the Accounts under this Agreement.

4. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that as of the date of this Agreement and as of the Closing Date:

4.1 **Due Organization; Authorization; No Conflict.**

(a) Buyer is duly organized, existing and in good standing as a Maryland corporation.

(b) Buyer has the corporate power and authority and all licenses and permits, if any, required by any governmental body or regulatory authority to purchase the Accounts from Seller and to perform Buyer's other duties under this Agreement.

(c) Buyer's execution, delivery and performance of this Agreement are within Buyer's corporate or legal powers, have been duly authorized by all necessary corporate action on the part of Buyer, and are not in conflict with the charter or by-laws of Buyer or any law or regulation applicable to Buyer.

4.2 **Sophisticated Buyer; Due Diligence.** Buyer is a sophisticated, informed buyer and has the knowledge and experience in financial and business matters, including without limitation the purchase and collection of charged-off receivables and accounts that are or may be the subject of a currently or formerly pending litigation, disputes, or bankruptcy proceedings, that enable it to evaluate the merits and risks of the transaction contemplated by this Agreement. Buyer acknowledges that Seller, except as specifically set forth in this Agreement, does not represent, warrant or insure the accuracy or completeness of any information provided to Buyer or in the Sale File or any other Account files. Buyer has made such independent investigations as it deems to be warranted into the nature, validity, enforceability, collectibility, and value of the Accounts, and all other facts it deems material to its purchase. Buyer is entering into this transaction solely on the basis of that investigation, Buyer's own judgment, and Seller's express representations and covenants specifically set forth in this Agreement. Buyer is not acting in reliance on any representation made or information furnished by the Seller, its employees, agents, representatives or independent contractors, other than the express representations and warranties of Seller contained in this Agreement. Without limiting the generality of the foregoing, Buyer expressly acknowledges that (1) some of the Accounts are subject to a currently or formerly pending dispute, lawsuit, or case under the Bankruptcy Code, (2) with respect to Accounts in bankruptcy, Seller has not filed a proof of claim with respect to such Accounts, and (3) the statutory period in which actions may be brought to enforce the Accounts may have expired with

respect to certain Accounts and Buyer will not be permitted to file or maintain legal actions with respect to such Accounts.

4.3 **Financial Capacity.** Buyer is solvent and has sufficient financial capacity to undertake and properly perform all of the obligations to be performed by it under this Agreement on and after the Closing Date.

5. **Closing Conditions.**

5.1 **Closing Conditions.** The obligation of Seller to sell, and Buyer to purchase, the Accounts on the Closing Date shall be subject to each of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of the parties will be materially true and correct as of the Closing Date.

(b) **Covenants.** All other terms and conditions of the Agreement which are required to be performed on or prior to the Closing Date by either party shall have been materially complied with or performed.

(c) **No Violation.** Consummation by Buyer and Seller of the transactions contemplated by this Agreement and performance of this Agreement will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to Buyer or Seller.

(d) **Approvals, Consents and Notices.** All required approvals, consents, and other actions by, and notices to and filings with, any governmental authority, and any other person or entity (including without limitation any consents required from Prior Owners of the Accounts) will have been obtained or made.

5.2 **Reasonable Efforts; Waiver; Termination.** Each party shall use its commercially reasonable efforts to cause all conditions to Closing to be satisfied on or before the Closing Date. Satisfaction of a condition to Closing may be waived by the party entitled to the benefit of such condition. Either party may terminate this Agreement if the Closing has not occurred on or before ninety (90) days after the originally scheduled Closing Date.

6. **Covenants; Conduct of Business Following Closing.**

6.1 **Notice to Borrower.** Buyer agrees to notify each Borrower of Buyer's purchase of the Borrower's Account within thirty (30) days after Closing. In addition, after the Closing Date Seller may, but will not be obligated to, give any Borrower written or oral notice of the transfer of the Borrower's Account to Buyer.

6.2 **Notice to Credit Reporting Agencies.** Promptly and in no event later than sixty (60) days following the Closing Date, Seller will report to the appropriate credit reporting agencies any Account that was previously reported as being owned by Seller as either transferred to Buyer, charge-off transferred to Buyer, sold to Buyer, or charge-off sold to Buyer. Except as

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required by law, Seller will make no other reports to credit reporting agencies with respect to the Accounts after the Closing Date.

6.3 Account Payments Received by Seller. Seller will forward to Buyer any payments with respect to an Account that are received by Seller on or after the Cutoff Date and on or before the date that is one-hundred eighty (180) days after the Closing Date. All payments with respect to an Account that are received by Seller after such date shall be returned to the person making the payment.

6.4 No Media Requests. Buyer expressly understands that Seller will not provide Buyer with any documentation relating to any Account, including without limitation any application, agreement, billing statement, notice, correspondence, documents supporting a deficiency balance, or consumer information which relates to an Account, regardless of whether such documents are in Seller's possession or could be obtained from a third party. Buyer has taken such absence of documents into account in determining whether, and at what price, to purchase the Accounts.

6.5 Use of Seller's or Prior Owner's Name. Buyer will not use or refer to the name of Seller or any Prior Owner for any mass advertising regarding the Accounts and will not portray itself as Seller's or any Prior Owner's agent, partner or joint venturer with respect to the Accounts. However, Buyer may use the name of Seller or a Prior Owner for purposes of identifying an Account (a) in communications with the Account's Borrowers in order to collect amounts outstanding on the Account, or (b) in connection with filing suit upon the Account. In addition, subject to obtaining Seller's prior written consent, Buyer may use the name of Seller (x) in connection with a securitization transaction for the Accounts, (y) in connection with any sale of the Accounts, and (z) in offering materials relating to the Accounts. In contacting a Borrower, filing suit, or selling Accounts, Buyer will not state or represent in any way that Buyer is contacting the Borrower, filing suit or selling Accounts for or on behalf of Seller or a Prior Owner. Buyer expressly acknowledges that a breach of this Section 6.5 may also constitute a breach of an Underlying Agreement for which Seller would be obligated to pay liquidated damages to a Prior Owner, and that any such liquidated damages would be indemnifiable under Section 10.2.

6.6 Insurance. Buyer shall maintain (i) a general liability insurance policy with minimum coverage of two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence and (ii) professional liability for errors and omissions with a limit of at least one million dollars (\$1,000,000) until the first to occur of (i) the date on which all of Buyer's activities with respect to the Accounts have ceased, and (ii) December 31, 2011.

6.7 Compliance With Law. With respect to the Accounts, Buyer will, and will cause any agent, contractor, or permitted successor owner of the Accounts to, at all times following the Closing Date comply with all applicable state and federal laws, including without limitation the Consumer Credit Protection Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and the Gramm-Leach-Bliley Act. Buyer will not collect or attempt to collect any Account in any jurisdiction in which Buyer does not have all required licenses for such activity.

Buyer agrees that it will not violate any laws relating to unfair credit collection practices, to the extent, if any, that they may apply to Buyer, in connection with any of the Accounts transferred to Buyer pursuant to this Agreement. Buyer also agrees not to take any enforcement action against any Borrower that would be commercially unreasonable.

6.8 Notice of Claims. Buyer will notify Seller promptly of any written claim or written threatened claim against Seller or any Prior Owner, or any written claim or written threatened claim that Buyer reasonably believes may affect Seller or any Prior Owner, that is discovered by Buyer and relates to the Accounts.

7. Issuers and Prior Account Owners.

7.1 No Contact With Prior Owners. Buyer agrees that Buyer shall not contact any Prior Owner for any purpose relating to any Account, unless required to do so by law. Buyer will, from and after the Closing Date, handle and respond to any Borrower inquiries, requests or communications concerning or relating to any Accounts sold under this Agreement directly with the Borrower or the Borrower's representatives. Buyer must not refer, for any reason, any Borrower with an inquiry or any other Account issues to Seller or a Prior Owner.

7.2 Enforcement / No Legal Action With Respect to Certain Accounts. Seller has identified certain Accounts as "Non-Litigation Accounts." Buyer agrees and represents that Buyer shall not institute any enforcement or legal action or proceeding against any Borrower or guarantor on any Non-Litigation Account. Buyer further agrees that it shall not make reference to Seller or any prior Account owner in any correspondence to or discussion with any Borrower or guarantor on a Non-Litigation Account regarding enforcement or collection of the Non-Litigation Account except to identify the origination of such Account. Buyer shall not misrepresent, mislead, deceive, or otherwise fail to adequately disclose to any particular Borrower or guarantor the identity of Buyer as the owner of the Accounts. Seller shall have, in addition to all other legal rights and remedies, the right to seek the entry of an order by a court of competent jurisdiction enjoining any violation of this Section 7.2.

8. Limitations on Resale / Assumption of Liabilities.

8.1 Limited Resale. Buyer may not sell, assign, or otherwise transfer any of the Accounts, other than such Accounts as are identified in the Sale File as "transferable without consent". Any sale, assignment, or other transfer of the Accounts shall not release Buyer from its liabilities and obligations under this Agreement.

8.2 Assumption of Liabilities.

(a) Buyer acknowledges that following the Closing Date Seller will continue to be obligated to Prior Owners under the Prior Agreements and Buyer agrees to assume such obligations to the extent they are consistent with Buyer's obligations to Seller under Sections 6 and 7 of this Agreement. In addition, Buyer agrees to assume all obligations of Seller with respect to the Accounts under the Prior Agreements identified on Section 1 of **Exhibit 3**, except

for obligations related to losses, damages, liabilities, costs and expenses incurred as a result of any third party claim with respect to Seller's violation of any state or federal statute, regulation or common law or any claim by any Borrower regarding collection, enforcement, servicing or administration of the Accounts by Seller prior to the Closing Date.

(b) In addition, Buyer agrees to assume all obligations of Seller set forth in Section 2 of **Exhibit 3**.

9. **Seller's Right to Repurchase Accounts / Purchase Price Adjustments.**

9.1 **Recall of Accounts.**

(a) Seller may repurchase, at any time, any Account (a "**Recall Account**"), other than an Account for which a current arrangement has been made for payment or settlement or that has in fact been settled, that Seller in good faith determines (i) is or becomes subject to a pending or threatened lawsuit, bankruptcy proceeding, or other legal proceeding or investigation relating to the Account or Borrower and naming Seller or otherwise involving Seller's interest therein in a manner unacceptable to Seller or in which Seller determines (in its sole discretion) that such matter cannot be resolved and/or that Seller's interests cannot be protected without Seller owning such Account, (ii) may form the basis of a claim against an affiliate, officer, director, employee, or agent of Seller, (iii) a representation or warranty with respect to such Account by Seller was false when made, or (iv) is the subject of a valid recall request received by Seller in connection with any obligation to a Prior Owner of such Account.

(b) If Seller elects to repurchase a Recall Account, then Seller shall promptly notify Buyer of the circumstances giving rise to such repurchase request and Buyer shall promptly stop releasing, collecting or compromising any such Recall Account.

(c) Seller shall promptly refund to Buyer the Adjustment Amount with respect to such Recall Account. Within five (5) business days after receipt of the Adjustment Amount for a Recall Account, Buyer shall endorse and/or re-assign to Seller, without representations or warranties other than as to title and Buyer's compliance with applicable law with respect to the Recall Account, each Recall Account repurchased pursuant to this Section 9.

(d) Any payments on Recall Accounts received by Buyer prior to Buyer's receipt of the Adjustment Amount from Seller shall belong to Buyer. Any payments or collections on Recall Accounts that are received by Buyer or Seller after a recall shall belong to Buyer.

9.2 **Purchase Price Adjustments.** Seller agrees to refund an amount equal to the Adjustment Amount for any Account to the extent that Buyer provides Seller, within thirty (30) days after the Closing Date, with commercially reasonable written documentation that a representation or warranty under Section 3.3 of this Agreement with respect to such Account was false when made (determined, for purposes of this Section 9.2 only, without regard to any knowledge qualification to such representation or warranty). Documentation that is deemed

commercially reasonable shall include without limitation credit bureau reports, attorney correspondence, and correspondence or forms from the issuer, prior owner, or prior agency on an Account. Such requests by Buyer shall be made only once, on or before thirty (30) days after the Closing Date. Seller shall pay the Adjustment Amount to Buyer not later than forty-five (45) days after Buyer has provided the documentation required in the prior sentence. The provisions of this Section 9.2 constitute Buyer's sole and exclusive remedy for a breach of representation or warranty in Section 3.3, and Seller shall have no liability for the breach or inaccuracy of any representation or warranty under Section 3.3 for which it does not receive the required documentation from Buyer within thirty (30) days after the date of this Agreement.

9.3 Obligations Regarding Repurchased or Refunded Accounts. Following a repurchase of an Account by Seller pursuant to Section 9.1, or a refund of the Adjustment Amount pursuant to Section 9.2, Buyer shall have no right to use any information related to such Account, including without limitation any "nonpublic personal information" (as such term is defined in the Gramm-Leach-Bliley Act) concerning the Borrower, for any purpose. Without limiting the foregoing, Buyer shall immediately cease any collection activities with respect to an Account for which a refund is made pursuant to Section 9.2. Buyer may retain a copy of such information solely to the extent necessary for internal audit and control purposes, and shall protect and keep any such retained information confidential.

10. Indemnification.

10.1 Seller's Indemnification. From and after the date of this Agreement, Seller shall indemnify, hold harmless and, to the extent provided in Section 10.3, defend Buyer, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "**Buyer's Indemnified Persons**") from and against, and reimburse each of the Buyer's Indemnified Persons with respect to, any and all losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, including without limitation fees and costs incurred in discovery, at trial, and in any post-trial or appellate proceeding (collectively, "**Damages**") incurred by any of the Buyer's Indemnified Persons as a result of any third party claim with respect to, arising out of, or in connection with (i) the inaccuracy of any of Seller's representations or warranties in this Agreement, other than a representation or warranty set forth in Section 3.3 above, or (ii) the failure to perform any of Seller's covenants in this Agreement, which failure has not been cured within fifteen (15) days of Seller's receipt of a notice of such failure from Buyer. "Damages" shall not include lost profits and indirect or consequential damages except to the extent such amounts are part of a settlement or judgment paid to a third party.

10.2 Buyer's Indemnification. From and after the date of this Agreement, Buyer shall indemnify, hold harmless and, to the extent provided in Section 10.3, defend Seller, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "**Seller's Indemnified Persons**") from and against, and reimburse each of the Seller's Indemnified Persons with respect to, any and all Damages incurred by any of the Seller's Indemnified Persons as a result of any third party claim with respect to, arising out of, or in connection with (i) the inaccuracy of any of Buyer's representations or warranties in this Agreement, (ii) the failure to

perform any of Buyer's covenants in this Agreement, which failure has not been cured within fifteen (15) days of Buyer's receipt of a notice of such failure from Seller, (iii) the violation of any statute, regulation or common law, whether state or federal, by Buyer, Buyer's agents or successors, or by any third party purchaser of the Accounts, with respect to an Account, or (iv) any claim by any Borrower regarding collection, enforcement, servicing or administration of the Accounts by Buyer or its agents or successors.

10.3 Procedure For Indemnification.

(a) If any third party shall notify a party entitled to indemnification under this Section 10 (an "**Indemnified Party**") with respect to any matter (a "**Claim**") that may give rise to a claim for indemnification under this Agreement, then the Indemnified Party shall promptly notify the party obligated to provide indemnification under this Section 10 (the "**Indemnifying Party**") in writing; provided that the failure to so notify shall not excuse the indemnification obligation of the Indemnifying Party except to the extent the Indemnifying Party suffers actual prejudice as a result of such failure.

(b) The Indemnifying Party shall have the right to assume and thereafter conduct the defense of the Claim with counsel of its choice reasonably satisfactory to the Indemnified Party, if it has first acknowledged in writing its obligation to indemnify under this Agreement with respect to the Claim and has provided assurance reasonably satisfactory to the Indemnified Party that it has and will have the resources to satisfy such indemnification obligation. The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld) unless the judgment or proposed settlement involves only the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or otherwise prejudice the Indemnified Party as to similar claims in the future.

(c) The Indemnifying Party shall keep the Indemnified Party fully informed as to all material developments in connection with the Claim. Unless and until the Indemnifying Party assumes the defense of the Claim as provided above, the Indemnified Party may defend against the Claim in any manner it may deem appropriate. If the Indemnified Party reasonably concludes in its sole discretion that the Indemnifying Party is failing to actively and diligently defend against the Claim as provided above, then, notwithstanding anything to the contrary in this Agreement, the Indemnified Party may defend against the Claim in any manner it may deem appropriate, including the settlement of such Claim, and shall be entitled to reimbursement of the expenses of such defense and settlement from the Indemnifying Party.

(d) The parties to this Agreement shall make available to the other, from time to time upon request, any books, records, or other documents within their control relating to the Accounts that are necessary or appropriate for the defense of any Claim.

10.4 Limitations of Liability. Notwithstanding the foregoing, the liability of Seller and Buyer under this Agreement shall be subject to the following limitations:

(a) Except for a party's indemnification obligations contained in Section 10.1 or Section 10.2, under no circumstances will either party be liable to the other party, with respect to the subject matter of this Agreement, for indirect, incidental, consequential, special, punitive or exemplary damages, including without limitation lost profits, arising from or relating to any provision of, or a party's performance of, this Agreement.

(b) No claim by Buyer for indemnity for a breach of representation or warranty under this Agreement will be effective if it is not received by Seller on or before twelve months after the Closing Date; for the sake of clarity, it is acknowledged that this limitation does not apply to a breach or default by Seller of any covenant to be performed after the Closing Date.

(c) No claim by Seller for indemnity for a breach of representation or warranty under this Agreement will be effective if it is not received by Buyer on or before twelve months after the Closing Date; for the sake of clarity, it is acknowledged that this limitation does not apply to a breach or default by Buyer of any covenant to be performed after the Closing Date, including without limitation those covenants set forth in Sections 6, 7 or 8 of this Agreement.

(d) The maximum liability of Seller with respect to a breach of a representation or warranty in Section 3 with respect to an Account shall be the Adjustment Amount applicable to such Account.

(e) Neither party shall have any indemnification obligation with respect to the first \$ ~~Reduced~~ of Damages of the other party's Indemnified Persons as a group.

(f) The maximum aggregate liability of Seller under this Agreement or otherwise in connection with the Accounts shall be an amount equal to the Purchase Price paid by Buyer.

10.5 **Survival.** All representations and warranties set forth in this Agreement, and the indemnity obligations under this Section 10, shall survive the Closing or any termination of this Agreement.

11. **Confidentiality.** From and after the execution of this Agreement, each party (a "receiving party") shall keep confidential, and shall use reasonable efforts to cause their respective officers, directors, employees and agents to keep confidential, any and all proprietary or trade secret information obtained from the other party (a "disclosing party") concerning the assets and business of the disclosing party, and shall not use such confidential information for any purpose other than to exercise its rights and carry out its obligations under this Agreement; *provided, however*, that a receiving party shall not be subject to the obligations set forth in the preceding sentence with respect to any such information provided to it by a disclosing party which either (i) was in the receiving party's possession at the time of disclosure, (ii) was in the public domain at the time of disclosure, or subsequently enters the public domain through no act or failure to act on the part of the receiving party, (iii) is lawfully obtained by the receiving party from a third party, or (iv) is required to be disclosed by a court or other governmental agency or competent jurisdiction.

12. **Miscellaneous Terms**

12.1 **Notices.** All notices and other communications between the parties will be in writing and will be deemed given when delivered personally, including by facsimile, or one business day after deposit with a nationally-recognized overnight courier service, to a party at its address set forth below, or to any other address as a party may designate in writing:

To Buyer:

Centurion Capital Corporation
700 King Farm Blvd., Suite 503
Rockville, MD 20850
Attention: Brian K. Childs
Facsimile: (240) 386-3882

To Seller:

Capital One Bank
1680 Capital One Drive
McLean, VA 22102
Attention: Tom Thurmond
Facsimile: (208) 472-5414

With a copy to:

Capital One Bank
1680 Capital One Drive
McLean, VA 22102
Attention: Associate General Counsel
Facsimile: (703) 720-2221

12.2 **Successors and Assigns.** This Agreement will bind and inure to the benefit of Buyer and Seller and their respective permitted successors and assigns.

12.3 **Severability.** If any provisions of this Agreement are found to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be construed as if the unenforceable provisions were deleted.

12.4 **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees or other costs incurred in connection with such action or proceeding and in any petition for appeal or appeal therefrom, in addition to any other relief to which it or they may be entitled.

12.5 **Governing Law.** The parties intend that this contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to contracts made and wholly performed within Virginia by persons domiciled in Virginia, without regard to choice of law rules.

12.6 **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY

JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

12.7 Legal Drafting and Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.8 No Partnership or Joint Venture. The relationship between the parties created by this Agreement is that of buyer and seller only. This Agreement does not create a partnership or joint venture between Buyer and Seller, and neither Buyer nor Seller is the agent of the other party as a result of this Agreement or has any authority hereunder to act on behalf of or bind the other party in any manner.

12.9 Counterpart and Facsimile Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts shall be deemed a single original of this Agreement. A facsimile transmission by one party to another party of an executed signature page of this Agreement shall be deemed to be equivalent to delivery of an original signature page, and the transmitting party shall forward the original signature page upon request of the receiving party.

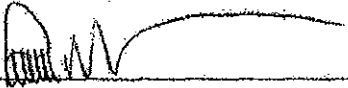
12.10 Entire Agreement. This Agreement and the agreements referred to herein contain the entire understanding of, and supersedes all prior or contemporaneous agreements among, the parties with respect to the subject matter hereof.

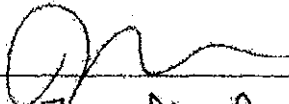
12.11 Waiver; Amendment. Neither this Agreement nor any of its provisions may be changed, waived, discharged or terminated orally. Any change, waiver, discharge or termination may be effected only by a writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

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

CENTURION CAPITAL CORPORATION,
a Maryland corporation

CAPITAL ONE BANK,
a Virginia banking corporation

By: 
Name: Ronald M. Abraham
Title: General Counsel

By: 
Name: Jory Alan Benson
Title: SVP, Card Operations

ccc00043

Exhibit 1
SALE FILE


(Tape or other means of electronic transfer may be provided in lieu of a list)

CCC 00044

Exhibit 2
BILL OF SALE

Capital One Bank ("Seller"), for valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers to Centurion Capital Corporation ("Buyer"), all of Seller's right, title and interest in and to the Accounts as identified on **Exhibit 1** attached hereto.

CAPITAL ONE BANK,
a Virginia banking corporation

By: 
Name: Jory Alan Berson
Title: SVP, Card Operations

CC000045

Exhibit 3
ASSUMED CONTRACTS and OBLIGATIONS

Section 1.

1. Purchase and Sale Agreement, dated June 14, 2004, between Capital One Bank and Sherman Acquisition LLC (Capital One control #1707).
2. Purchase and Sale Agreement, dated July 31, 2002, between Providian National Bank and Providian Bank, as sellers, and Capital One Bank, as buyer (Capital One control #1623).
3. Purchase and Sale Agreement, dated July 31, 2002, between Providian National Bank and Providian Bank, as sellers, and Capital One Bank, as buyer (Capital One control #1624).

Section 2.

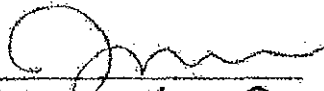
1. Buyer agrees not to attempt to collect on any Account acquired by Seller under that certain Receivables Purchase Agreement, dated April 3, 2000, between Capital One Bank and Hurley State Bank (Capital One control #145) with respect to which the Obligor is deceased.

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BILL OF SALE

Capital One Bank ("Seller"), for valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers to Centurion Capital Corporation ("Buyer"), all of Seller's right, title and interest in and to the Accounts as identified on **Exhibit I** attached hereto.

CAPITAL ONE BANK,
a Virginia banking corporation

By: 
Name: Jonny Alan Berson
Title: SVP, Card Operations

ccc00047