

7066

Purchase and Sale Agreement

This Account Sale Agreement is made and entered into this 28th day of February, 2006, by and between LHR Inc., 56 Main Street Hamburg, NY 14075, as "Buyer", and Juniper Bank, 100 S. West Street, Wilmington, De 19801, as "Seller".

WHEREAS, Seller is engaged in the business of issuing revolving lines of credit, including Card accounts (collectively, "Charge Plans");

WHEREAS, Seller, in the normal course of its business, generates accounts consisting of consumer debt resulting from the issuance of such Charge Plans;

WHEREAS, Seller, in the normal course of business, purchases receivables associated with such Charge Plans;

WHEREAS, certain of said accounts have been charged off by Seller, as applicable, as uncollectible; and

WHEREAS, the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, according to the terms and conditions of the Agreement, all of the Seller's rights, title and interest in and to certain of those credit accounts that have been charged off by Seller, as applicable, as uncollectible;

NOW, THEREFORE, in consideration of the mutual agreements, representations and warranties hereinafter set forth and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

"Account" means each charged-off credit card account that is being sold pursuant to this Agreement.

"Account Document" means any application, agreement, billing statement, notice, correspondence or other document relating to an Account, which may be in Seller's possession.

"Accountholder" means any obligor on or guarantor of or any party liable for the payment of an Account.

"Agreement" means this Account Sale Agreement, including attachments hereto.

"Book Value" means the outstanding balance (principal, finance charges and fees) of each Account as of the Effective Date.

"Closing" means the performance of the acts herein provided to be performed at the Closing.

"Closing Date" means the time provided for in Section 1.4.

"Effective Date" means the close of business on February 28, 2006.

"Exhibit A" means the Bill of Sale evidencing the sale of the Accounts, by Seller to Buyer in the form of the document attached herein.

"Exhibit B" means the electronic media containing the Account information.

"Purchase Price" means the amount set forth in Section 2.1.

"Ineligible Account" means an Account for which as of the Effective Date: (a) a court of competent jurisdiction has entered a final judgment to the effect that no Accountholder is under any legal or equitable enforceable obligation to pay the holder of the Account or that the holder of the Account shall take no action against any Accountholder; (b) Seller or a predecessor in interest released all Accountholders obligated on the Account from any and all liability on the Account; (c) Accountholders have filed for relief in bankruptcy; (d) Accountholders were deceased; (e) upon written notice from Buyer and the presentation of a police report or affidavit of fraud produced by debtor that Account is in fact fraud; (f) the Account was paid in full or settled; or (g) there is a breach of Section 5.2 of this Agreement.

SECTION 1 - SALE OF ASSETS AND CLOSING

- 1.1 Agreement to Sell and Purchase. For and in consideration of the Purchase Price and the covenants herein contained, Seller sells, assigns, transfers and conveys to Buyer, and Buyer purchases from Seller, on the terms and conditions herein set forth, all the right, title and interest of Seller, as of the Effective Date, in and to each Account, including but not limited to, the right to payment of principal, any interest, finance charges or fees with respect thereto.
- 1.2 Without Recourse. Except as otherwise expressly provided herein, the sale and transfer provided for in the Agreement is made without recourse and without representation or warranty, express or implied, of any kind or character, including but not limited to, warranties pertaining to the value or collectibility of Accounts or the accuracy or sufficiency of information furnished to Buyer.
- 1.3 Not a Sale of Securities. Buyer and Seller acknowledge and agree that the sale of Accounts documented by this Agreement is not a sale of securities.

1.4 Time and Place of Closing. The Closing shall occur on March 3, 2006. At Closing Seller shall deliver to Buyer Exhibit A, the assignments and the consents and other authorizations, if any, required by the Agreement. Exhibit B will be delivered to Buyer in accordance with Section 6.1 of the Agreement. The Purchase Price shall be paid on such Closing Date to the Seller by immediately available federal funds to the following account:

Seller: Juniper Bank
c/o Bank:
Account:
Name: Juniper Bank Operating Account

- 1.5 Notice of Claim. Each party shall immediately notify the other in writing of any claim or threatened claim against Seller or Buyer that may come to its attention concerning any Account.

SECTION 2 - PURCHASE PRICE

- 2.1 Purchase Price. The Purchase Price shall be _____ (which is _____) of the Book Value of each Account, in immediately available funds, reduced by its good faith deposit, if any, if required by Seller.

SECTION 3 - CONDITIONS PRECEDENT TO PURCHASE OR SALE OF ACCOUNTS

- 3.1 Representations and Warranties. The representations and warranties of Buyer and Seller in this Agreement will be true and correct as of the Closing Date except as otherwise disclosed in Section 4 and Section 5. The failure of any representation or warranty to be true and correct as to one or more Accounts shall be a failure of a contingent precedent only as to the sale of the particular Account or Accounts.
- 3.2 Compliance with Covenants and Agreements. Buyer and Seller will each have complied in all material respects with any obligation to be performed by them on or before the Closing Date.
- 3.3 Buyer's Credit Reference. At Seller's request, Buyer will have delivered to Seller a letter of reference as to the Buyer's business reputation or creditworthiness that is satisfactory to Seller.
- 3.4 No Violation of Law. Consummation by Buyer and Seller of the transaction 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.
- 3.5 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 will have been obtained or made.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF BUYER

- 4.1 Organization and Authorization. The Buyer is duly organized, validly existing, and in good standing under the laws of the state of its incorporation and has licenses necessary to carry on its business. The Buyer has the power and authority to execute and deliver this Agreement and to perform in accordance herewith. The execution, delivery and performance of this Agreement by the Buyer have been duly and validly authorized by all necessary corporate action. This Agreement evidences the valid, binding and enforceable obligation of the Buyer. The execution of this Agreement will not result in the violation of any law, regulation, order, judgment or decree to which the Buyer is subject. There is no action, suit, proceeding or investigation pending or, to the best of Buyer's knowledge, threatened against the Buyer which may result in any material adverse change in the

- business, operations, financial condition or assets of the Buyer or in any material impairment of the Buyer to carry on its business substantially as now conducted or which would be likely to impair materially the ability of the Buyer to perform under the terms of this Agreement.
- 4.2 No Brokers or Finders. Buyer has not employed any investment banker or finder in connection with the transaction documented by this Agreement who might be entitled to a fee or commission upon consummation of the transaction.
- 4.3 Sophisticated and Knowledgeable Parties. Buyer has made such independent investigation as Buyer deems to be warranted into the nature, enforceability, collectibility and value of the Accounts, and all other facts it deems material to its purchase, and is entering into the transaction herein provided for solely on the basis of that investigation and Buyer's own judgment. Except as otherwise provided in Seller's representations and warranties Buyer is not acting in reliance on any other information furnished by Seller.
- 4.4 Compliance with Laws. In the performance of its collection efforts with respect to the purchased charged-off Accounts, Buyer represents and warrants that, to the best of its knowledge, it shall comply with all requirements of all applicable federal, state and local laws, rules and regulations, including, without limitation, the requirements of the Fair Debt Collection Practices Act (15 U.S.C. Section 1692 et seq.).
- 4.5 Material Actions. There are and have been no material actions, suits or proceedings against the Buyer which would adversely affect the Buyer's right or ability to perform its obligations under the Agreement.
- 4.6 No Distribution. Buyer is acquiring the Accounts subject to the Term Agreement for its own account and not with a view to or for sale in connection with any distribution thereof in any manner that would violate the Securities Act of 1933, as amended (the "1933 Act"), or any applicable state securities laws or which would cause the purchase and sale hereunder not to be in compliance with the 1933 Act.
- 4.7 Approvals and Notices. Except for the provision of any notice to the consumer of the change in ownership of the Account that may be required under applicable law, no approval or other action by, or notice to or filing with, any Debtor or any governmental authority having jurisdiction over the Buyer is required in connection with the transactions contemplated by the Agreement.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF SELLER

- 5.1 Organization and Authorization. Seller is a Delaware Banking Corporation duly organized, validly existing and in good standing under the laws of the United States with full power and authority to enter into the Agreement, to sell the Accounts and to carry out the terms and provisions thereof. Seller has the power and authority and all licenses and permits, if any, required by governmental authority to carry on its business as now being conducted, which relate to the Accounts. The execution and delivery of the Agreement and the performance hereunder have been duly authorized by all necessary action on the part of Seller. No authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any governmental agency or regulatory authority or any other body is required in connection with the execution,

and delivery and performance by Buyer and Seller of the Agreement or the sale of all or any of the Accounts.

- 5.2 Marketable Title. Seller has good, valid and marketable title to the Accounts, free and clear of all liens and encumbrances. To the best of Seller's knowledge each Account sold to Buyer arose in a bona fide and valid transaction; and the unpaid balance as to each Account is accurate
- 5.3 Approvals and Notices. Except for the provision of any notice to the consumer of the change in ownership of the Account that may be required under applicable law, no approval or other action by, or notice to or filing with, any Debtor or any governmental authority having jurisdiction over the Seller is required in connection with the transaction contemplated by the Agreement. The Seller has all licenses and permits required for it to undertake its required activities with respect to the Accounts (i.e., service and/or own the Accounts, as the case may be), and there are no prior holders of any Account.
- 5.4 Ownership. Seller, or any of its Affiliates, as applicable, is the sole and absolute owner of, and has good and marketable title to each account which is not subject to any claim or encumbrance of any kind including, without limitation, tax liens.
- 5.5 Compliance with Law. Each Account has been originated, maintained, serviced and charged off in compliance with State and federal laws, including, without limitation, the Truth-in-Lending Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act and the Fair Credit Billing Act.
- 5.6 Compliance with policy. The Accounts have be Charged off by Seller pursuant to its accounting practices and in accordance with the information filed by Seller pursuant to the Uniform Policy and the Debtor has been notified that charge privileges have been terminated and there are no requirements for any advances on the Accounts.

SECTION 6 - CONDUCT OF BUSINESS AFTER CLOSING DATE

- 6.1 Delivery of Account Data Files and Account Documents. Within three (3) business days from the Closing Date, Seller shall deliver to Buyer only such information specifically set forth in Exhibit B if available for each Account in the form and format as set forth in Exhibit B in the form of PGP encrypted electronic media.
- 6.2 Access to Account Application Documents.
- a. For _____) days after the Closing Date, Seller agrees to provide Buyer with the following documents (but only to the extent such material may exist or properly be executed which extent is not guaranteed, warranted or represented) (a) the Account application, and (b) affidavits, within a reasonable period of time following Seller's receipt of Buyer's request for such information. Up to _____) requests may be made per business day. Notwithstanding any other provision in this Paragraph 6.2(a) to the contrary, Seller shall not be required to provide Buyer with copies of the Account application when the total number of requests has exceeded _____ %) of the number of Accounts sold. When the total number of requests exceeds _____) of the number of Accounts sold or more than _____ days have passed since the Closing Date, Seller reserves the right to charge a _____) fee for each page copy. All

requests made after _____s shall be honored at Seller's discretion, however, Seller shall act in good faith to accommodate Buyer's reasonable document requests.

b. If Seller or any of its employees incurs any reasonable out-of-pocket expenses in connection with any legal proceedings brought by Buyer for the collection of an Account, Buyer will reimburse Seller or the employee for the expenses.

c. Buyer has been advised by seller that (a) it is Seller's policy not to retain original Account Documents and the other documents such as affidavits taken over the phone, do not exist in documented form and (b) most of the Accounts do not have an original application or a copy thereof (whether by microfilm, microfiche or other media). To what extent applications are or are not available, is not known by Seller nor represented to Purchaser.

6.3 Individual Assignment of Accounts. If Buyer so requests in writing within one hundred and Eighty (180) calendar days after the Closing Date, and if the same is reasonably necessary to enable Buyer to collect any Account, Seller shall execute and deliver from time to time individual assignments of the Accounts in a form prepared by Buyer and acceptable to Seller. However, each such individual assignment shall be made on the same terms and conditions as provided herein and no such individual assignment shall provide or operate to provide any express or implied representation or warranty by Seller or recourse to Seller with respect to any Account.

6.4 Collection of Accounts. All collection efforts that Buyer or anyone else undertakes after the sale of Accounts shall be undertaken for and on behalf of Buyer or such other party, and not for or on behalf of Seller, which shall retain no interest in the Accounts after the sale thereof to Buyer. Buyer also agrees with Seller that:

a. When Buyer initially undertakes to collect the Accounts, Buyer will inform the parties from whom Buyer attempts to collect the Accounts, in writing, that Buyer has purchased the Accounts from Seller and that neither Buyer nor anyone who acts on behalf of Buyer represents or has any connection with Seller.

b. Buyer will not use or refer to Seller's name for any purpose relating to any Account except that Buyer may use Seller's name for the purpose of identifying an Account in any communications with the Accountholder of the Account that has been sold to Buyer.

c. Neither Buyer, its successors or assigns, nor anyone acting for Buyer, shall expressly or impliedly represent at any time that it, he or she is employed by or represents Seller as an independent or other agent or has any authority to act for or on behalf of Seller. Buyer agrees to impose a similar obligation on anyone who purchases or otherwise acquires any Account from Buyer.

d. Neither Buyer, its successors or assigns, nor anyone acting for Buyer has any authority to act for or in the name of Seller with respect to collection of any Account or any other matter.

e. Buyer and all persons acting for or on behalf of Buyer will comply with all applicable federal, state and local laws, rules, decisions and regulations, including, without limitation, the federal Fair Debt Collection Practices Act, the federal Fair Credit

Reporting Act and the federal Consumer Protection Act, in undertaking to collect the Accounts after the sale thereof to Buyer.

f. If Seller informs Buyer that Seller has information that Buyer, anyone acting on behalf of Buyer or any third party who acquires an interest in any Account from Buyer, has violated or is violating any provision of the Agreement or any law or regulation in connection with endeavoring to collect any of the Accounts, Buyer will promptly notify such party to take all action that is necessary to comply with the Agreement and with all laws and regulations related to the collection of any Accounts.

g. Any payments received by Seller for a One Hundred and Eighty (180) days after the Effective Date with respect to an Account (except for any Account which has been replaced or repurchased by Seller under the terms of the Agreement), shall be forwarded to Buyer as promptly as possible and, in no event, shall be held by Seller for an unreasonable period of time. A processing fee of _____) of the payment will be applied to any payments received after the 180 day period.

h. If Buyer files legal action to collect on an Account and requests or subpoenas any officer, employee or agent of Seller to appear at a trial, hearing or deposition to testify about the Account, Buyer will pay Seller for Seller's time in traveling to, attending and testifying at the trial, hearing or deposition, whether or not Seller is called as a witness, at Seller's standard daily rate, which shall not exceed commercially reasonable rates for similar services in the industry. Buyer will also reimburse Seller's reasonable out-of-pocket expenses related to the travel and appearance.

6.5 Credit Bureau Reports. To the extent that Seller has previously reported information on the Accounts to the major credit bureaus, Seller will send to each major credit bureau reporting agency updates for each Account, showing the Accounts as being sold and/or transferred within ninety days (90) of the close date. Seller will not "update" or modify its reporting if any Account is subsequently paid off or settled. Buyer is responsible for sending its own "trade line" information to the major credit bureau reporting agencies in regard to the Accounts (if Buyer determines it wants to do so) and for updating or modifying its information. Buyer will not have access to and will not update or modify Seller's reporting for the Accounts and will not imply or state to any Account holder that the Seller's credit bureau information will be updated or modified.

6.6 Resale of Accounts. Except as provided in Section 6.7, if Buyer wishes to resell or transfer any Account to a third party ("Transferee") (including, without limitation, any of Buyer's affiliates; however, excluding any securitization of the Accounts which Buyer remains at all times as servicer for the Accounts or any sale of an individual Account (without recourse of any kind) for the purpose of resolving the Account), Buyer shall first obtain Seller's prior consent to such resale or transfer by giving Seller at least ten (10) business days prior written notice of Buyer's desire to resell or transfer the Account. Buyer's notice to Seller will:

- a. Identify the Account or Accounts that Buyer wishes to resell or transfer;
- b. Itemize each Account's outstanding balance;
- c. State the date and place of the proposed resale or transfer of the Account or Accounts; and

d. Identify by name and address the Transferee to which Buyer intends to resell or transfer the Account or Accounts.

Following its receipt of said notice, Seller shall have five (5) business days in which to consent to the proposed resale or transfer, which consent shall not be unreasonably withheld. No response from Seller within the required five (5) day period shall be deemed to be a rejection by Seller of the proposed sale. In the event that consent is given, then:

i. Buyer shall cause any Transferee to which any Accounts are resold or transferred, to agree to comply with all provisions of the Agreement, and

ii. Buyer shall indemnify Seller and hold it harmless from any and all loss, damage and expense (including reasonable attorneys' fees) Seller may sustain by reason of such third party's failure to comply therewith, and

iii. Buyer shall remain responsible for requesting documents - Section 6.2 above, receiving payments from Seller - Section 6.4 (g) above, or any other form of communication from Transferee inform any subsequent transferees that Seller is under no obligation to communicate with Transferee regarding servicing of the accounts.

6.7 Special Purpose Affiliate. Notwithstanding Sections 6.6 and 6.8 or any other provisions of the Agreement, Buyer may assign directly, or by or through a special purpose bankruptcy remote affiliate of Buyer, its rights in the Accounts and its rights under this Agreement to any financial institution or trustee for the benefit of note holders in a structured or other finance transactions (and its successors, assigns or affiliated corporations), which may be providing financing or refinancing to Buyer or its affiliates for the purchase of the Accounts hereunder.

6.8 Assignment. Except as provided in Section 6.7, the Agreement may not be assigned by either party without the prior express written consent of the other party. However, if an assignment is consented to, then the terms, covenants, conditions, provisions, obligations, undertaking, rights and benefits hereof, including the attachments hereto, shall be binding upon, and shall inure to the benefit of, the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.

SECTION 7 - REPLACEMENT OR REPURCHASE OF ACCOUNTS

7.1 Seller shall use reasonable efforts to determine that the purchased Charged-off Accounts do not include any Ineligible Accounts. If, within ninety (90) days following the applicable Closing Date, Purchaser determines that Ineligible Accounts were included among the purchased Charged-off Accounts, then the Purchaser may upon the written demand made within such ninety (90) day period request that the Seller agree, to repurchase, subject to Seller's right to dispute as set forth in Section b below, such Ineligible Accounts from the Purchaser. The repurchased price for the Ineligible Accounts shall be in an amount equal to Purchaser's payment for such Charged-off Accounts as determined in Section 2.1. Data from commercially recognized third party databases, such as Accurint, Trans Union and BANKO shall be acceptable proof of

ineligibility. Data received by the buyer will be provided to the seller to support the repurchase request and may be subject to validation by the seller.

- 7.2 Seller's Right to Replacement or Repurchase of Accounts. Seller shall have the right to replace or repurchase any Account that has not been paid in full, released or compromised by Buyer, if Seller determines that there is a pending or threatened suit, arbitration, bankruptcy proceeding or other legal proceeding or investigation relating to an Account or an Account holder, and naming Seller or otherwise involving Seller's interest therein in a manner unacceptable to Seller, or Seller otherwise determines (in its sole discretion) that such matter cannot be resolved and/or that Seller's interest therein cannot be adequately protected without Seller owning such Account. Seller shall notify Buyer in writing of the identity of such Accounts.

SECTION 8 - HOLD HARMLESS AND INDEMNITY

8.1 Hold Harmless and Indemnity.

a. If any party asserts any claim, demand, cause of action or other right against Seller or any of its affiliates, officers, employees or agents for or on account of any thing done or omitted to be done by or on behalf of Buyer (or anyone who purchases any Account from Buyer), on or after the Closing Date, or if Seller suffers or incurs any loss, damage, or expense of any kind by reason of any such thing done or omitted to be done by or on behalf of Buyer (or anyone who purchases any Account from Buyer), on or after the Closing Date, with respect to any account or if Buyer or anyone acting for or on behalf of Buyer or anyone who purchases any Account from Buyer violates any term or provision of this Agreement, then Buyer, its successors and assigns will indemnify and hold Seller, its affiliates, officers, employees and agents harmless with respect to each such claim, demand, cause of action, loss, damage, expense (including, without limitation, Seller's reasonable attorneys' fees) for violation of this Agreement.

b. If any party asserts any claim, demand, cause of action or other right against Buyer or any of its affiliates, officers, employees or agents for or on account of any thing done or omitted to be done by or on behalf of Seller or its predecessors in interest prior to the Closing Date with respect to any Account before the Account is sold to Buyer, or if Buyer suffers or incurs any loss, damage, or expense of any kind by reason of any such thing done or omitted to be done by or on behalf of Seller or its predecessors in interest prior to the Closing Date with respect to any Account, or if Seller violates any term or provision of this Agreement, Seller, its successors and assigns, will indemnify and hold Buyer, its affiliates, officers, employees and agents harmless with respect to each such claim, demand, cause of action, loss, damage, expense (including, without limitation, Buyer's reasonable attorneys' fees) for violation of this Agreement.

c. The indemnification obligations of this Section 8 shall survive the applicable Closing Date and any termination of this Agreement.

SECTION 9 - MISCELLANEOUS

- 9.1 Notices. Except as otherwise set forth in the Agreement, all notices or deliveries required or permitted hereunder shall be in writing and shall be deemed given when personally delivered to the individual hereinafter designated or when actually received by means of certified mail, return receipt requested, at the following address, or such other address as either party may hereafter designate by notice to the other party in writing:

BUYER: LHR Inc.
56 Main Street
Hamburg, NY 14075

SELLER: Juniper Bank
100 S. West St
Wilmington, DE 19801

With copy to: General Counsel
Fax No: (302) 255-8277

- 9.2 Severability. Each part of the Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful or invalid or unenforceable for any reason whatsoever, such illegality or invalidity or unenforceability shall not affect the remaining provisions of the Agreement, and all such remaining provisions hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.
- 9.3 Successors and Assigns. The Agreement will bind and inure to the benefit of the Buyer and the Seller and their respective and permitted successors and assigns. However, neither party will assign the Agreement or any of its rights or obligations in the Agreement without the other's prior written consent, except as otherwise provided in Section 6.
- 9.4 Entire Agreement. The Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of the Agreement.
- 9.5 Amendment. Neither the 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 whom enforcement is sought

9.6 Survival. All covenants, representations and agreements in the Agreement including, without limitation, all covenants, representations and agreements with respect to conduct of business after the Closing Date, use of Seller's name, indemnity and confidentiality will survive the Closing Date.

- 9.7 Assurances. From and after the Closing Date, each party will take such action as the other party may reasonably request to carry out the purposes of the Agreement, including, with limitation, any reassignment or repurchase of Accounts by the Seller pursuant to the terms hereof.
- 9.8 Construction. Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural, and vice versa, and pronouns shall be deemed to include the personal pronoun of the appropriate gender.
- 9.9 Prior Understanding. The Agreement supersedes any and all prior discussions and agreements between Seller and Buyer with respect to the purchase of Accounts and other matters contained herein, and the Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein.
- 9.10 Confidentiality. The Agreement, the consideration paid for the Accounts, and the terms of the transaction will remain confidential and will not be disclosed to any person not a party hereto by any party without the prior written consent of the other, except to the extent such disclosure (i) is required to be made under any applicable court order, law or regulation, (ii) is required to be made to any tax, banking or other regulatory authority or legal or financial advisor of any party, (iii) is made in connection with the sale or other transfer as allowed by Subsection 6 hereof of any interest in the Accounts by the Buyer or its successors or assigns, provided that the proposed transferee has executed a customary confidentiality agreement with respect to the proposed transaction and the information described in this Section 9.8, or (iv) is reasonably necessary to collect the Accounts in a commercially reasonable manner. In addition, the Buyer or the Seller, as applicable, will not be required to maintain the confidentiality of information relating to the Accounts or this transaction if such information (a) become generally available to the public other than as a result of a disclosure by the Buyer or the Seller, as applicable, or any agent of the Buyer or the Seller, as applicable, or (b) was available to the Buyer or the Seller, as applicable, on a non-confidential basis prior to the disclosure of such information to the Buyer or the Seller, as applicable, pursuant to the Agreement, provided that the source of such information was not known by the Buyer or the Seller, as applicable, or any agent of the Buyer or the Seller, as applicable, after reasonable investigation, to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Seller or the Buyer as applicable, with respect to such information. The Buyer and the Seller agree that monetary damages would not be an adequate remedy for breaches of this Section 9.8 and therefore agree that in addition to all other remedies, the non-breaching party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of this Section 9.8.
- 9.11 Choice of Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.
- 9.12 Rights of Seller. Seller may accept deposits from, lend money to, and generally engage in any kind of banking or trust business with any Accountholder, guarantor or other party in any manner connected with any of the Accounts without accountability to Buyer whether during the term of this Agreement or not, provided however, that Seller may not compromise, collect or otherwise engage in any activity on the Accounts sold hereunder.
- 9.13 Time of Essence. It is specifically acknowledged between the parties hereto that time is of the essence in connection with the Agreement.

- 9.14 Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.
- 9.15 Headings. The headings contained in the Agreement and in the Exhibits appended hereto are for convenience only and shall not be deemed to affect the interpretation of the provisions of the Agreement.
- 9.16 Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of the Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.
- 9.17 Survival. All Representations and Warranties in this Agreement, including, without limitation, those with respect to indemnity and confidentiality, will survive the Closing Date.
- 9.18 Attorney Fees. Seller may have retained attorneys on some Accounts prior to Accounts charging-off. Buyer will pay all attorney fees for service performed after the Effective Date. Buyer will be responsible for notifying attorneys of the sale and whether legal work should continue. Buyer agrees that any attorney retained by Seller on a contingent fee basis will be paid that contingent fee if a payment is made after the Effective Date as a result of the efforts of such attorney. Prior to Closing Date, Seller will provide a list of attorneys, each attorney's name, phone number, address, and payment arrangements for the Accounts, which Seller has retained attorneys to assist in collection efforts.

IN WITNESS whereof, the parties hereto have executed this Account Sale Agreement as of the date first set forth above.

Buyer
LHR Inc.

Juniper Bank

Seller

By: Wayne Lewis
Name: Wayne Lewis
Title: President
Date: 3/1/06

By: KELIN MURPHY
Name: KELIN MURPHY
Title: Director
Date: 3-9-06

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Placement: 3/6/07

EXHIBIT A
BILL OF SALE

Juniper Bank, ("Seller"), for value received and pursuant to the terms and conditions of Credit card account Optional Purchase Agreement dated March 2, 2006 between Seller and LHR Inc., ("Purchaser") ("Forward Credit Card Sale Agreement") its successors and assigns, hereby assigns, effective as of the Cut-off Date of March 2, 2007, all rights to Purchaser, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "A" attached hereto and made part hereof for all purposes.

Volume

Balances
Premium

Due Seller

Amounts due to Seller by Purchaser in U.S. Dollars by a wire transfer to be received by Seller on March 5, 2007 (the "Closing Date") by 5 p.m. to the Federal Reserve Account after confirming the Bill of Sale;

Seller: Juniper Bank
c/o Bank: Wilmington Trust Company
ABA Number:
Account:
Name: Juniper Bank Operating Account

This Bill of Sale is executed without recourse except as stated in the Credit card account Optional Purchase agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER: Booclays

By: [Signature]

Date: 3-2-07

Title: Manager