

FORWARD FLOW RECEIVABLES PURCHASE AGREEMENT

between

General Electric Capital Corporation

And

GE Money Bank,

("SELLER")

and

CACE, LLC

("BUYER")

October 8, 2010

FORWARD FLOW RECEIVABLES PURCHASE AGREEMENT

This FORWARD FLOW RECEIVABLES PURCHASE AGREEMENT, is made this _____ 8th day of October, 2010, by and between General Electric Capital Corporation, A Delaware Corporation, GE Money Bank, a federal savings bank (collectively "Seller") and CACH, LLC ("Buyer") with reference to the following facts and circumstances:

RECITALS

A. Seller desires to sell to Buyer, during the Transfer Period, delinquent credit card receivables, on the terms and conditions herein set forth, as such receivables exist as of the applicable Cut-Off Date; and

B. Buyer wishes to purchase the aforementioned receivables during the Transfer Period, on the terms and conditions herein set forth, as such receivables exist as of the applicable Cut-Off Date.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

COVENANTS, TERMS & CONDITIONS

ARTICLE I DEFINITIONS

1.1 **Definitions.** As used in this Agreement, the following terms shall have the following meanings unless otherwise defined herein and, wherever from the context it appears appropriate, all terms expressed herein in the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender.

"**Account**" means any GE Capital Corp. account owned by Seller with respect to which there is a Receivable. "Fresh Charge-Off Account" means an Account that has been serviced only by internal collectors of Seller or its Affiliates and for which no more than 45 days have passed between the applicable charge-off date and the applicable Cut-Off Date. "Mid Prime Account" means an Account that has been placed with one outside collection agency prior to charge-off and for which no more than 45 days have passed between the applicable charge-off date and the applicable Cut-Off Date.

"**Account Debtor**" means the applicant or, if applicable, the co-applicant on an Account, but does not include guarantors, sureties or authorized users who are not the applicant or co-applicant with respect to such Account.

"**Account Document**" means any application, agreement, affidavit of sale, billing statement remittance check or other correspondence relating to an Account and relevant to the collection of the related Receivable, to the extent such item is in Seller's possession and reasonably available to Seller, in the form, if any it exists in Seller's possession.

"**Affiliate**" means, with respect to any Person, a Person that controls, is controlled by, or is under common control with that Person.

"Agreement" means this Receivables Purchase Agreement, including any exhibits or schedules hereto, as the same may be amended or supplemented from time to time.

"Applicable Law" means all federal, state and local statutes, ordinances, laws, rules, regulations and industry requirements (each as they may be amended from time to time), as well as all injunctions and orders of any court or other governmental body, governing or relating to, or otherwise applicable to (a) Delinquent Accounts, (b) collection activities, (c) the privacy and protection of, and access to and handling of, personal data or information, (d) GE Capital and/or its Affiliates (including the other GE Capital Entities) or Buyer (or any of their businesses or properties), (e) any Client, and/or (f) otherwise to this Agreement, which statutes, ordinances, laws, rules, regulations, industry requirements, injunctions or orders include, without limitation, the federal Fair Debt Collections Practices Act (the "FDCPA" Act) and other federal, state and local provisions respecting collection practices (including any licensing requirements relating to debt buyers and federal, state and local provisions respecting unfair and/or deceptive acts and practices)

"Bankruptcy Case" means a case under Chapter 7, 11, 12 or 13 of Title 11 of the United States Code.

"Bankruptcy Code" means Title 11 of the United States Code.

"Bid File" means the Computer file provided to Buyer to evaluate data information and received by Buyer on or about _____.

"Bill of Sale" means a document, substantially in the form of Exhibit A hereto, to be delivered by Seller to Buyer on or after each Funding Date.

"Business Day" means a day other than a Saturday, Sunday or day on which banks are required or permitted to be closed in New York.

"Buyer" shall have the meaning assigned to such term in the introductory paragraph hereto.

"Computer file" means a computer file, tape, cartridge or disk or other electronic medium.

"Cut-Off Date" means with respect to each Receivable, _____, 2010 for the first Transfer Date (comprised of the Receivables from _____), and, for each Transfer Date thereafter, approximately the 20th calendar day of each month.

"Cut-Off Date Claim Amount" means the outstanding amount on the Account as of 11:50 p.m. on the applicable Cut-Off Date. This amount shall include all unpaid principal, interest and fees as of the charge-off date, but shall not include any interest or fees incurred after the charge-off date.

"Data Attributes" means that information listed on Exhibit "E".

"Event of Default" means the occurrence of any of the following events: (i) failure of a party to perform or observe any other term, covenant or agreement to be performed or observed by it pursuant to this Agreement; (ii) any representative or warranty made by a party in connection with this Agreement proves to have been false in any material respect when made; (iii) a court having jurisdiction enters a decree or order for relief in respect of Buyer or any of its subsidiaries in an involuntary case under Title 11 of the United States Code or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, which decree or order is not stayed; (iv) a voluntary case is commenced by Buyer or any of its subsidiaries under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; (v) a decree or

order of a court having jurisdiction for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Buyer or any of its subsidiaries or over all or a substantial part of its property is entered; and, in the case of any event described in clause (v) , such event continues for 60 days unless dismissed, bonded or discharged; or (vi) the Board of Directors of Buyer or any of its subsidiaries (or any committee thereof) adopts any resolution or otherwise authorize action to approve any of the foregoing.

"Financing Statement" means a UCC-1 financing statement.

"Funding Date" means with respect to a Receivable, the second Business Day after each Transfer Date.

"Non-conforming Receivables" shall have the meaning assigned to such term in Section 7.1 hereof.

"Notification File" means (a) a Computer File identifying the Receivables to be delivered to Buyer on each Transfer Date, which listing shall contain the following information with respect to each receivable to the extent maintained by Seller as of the Cut-Off Date: account number, date of last payment, charge-off date, name, address, telephone number and social security number of the Account Debtors, and the applicable Cut-Off Date Claim Amount.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"Purchase Price" means with respect to the Receivables being sold on each Transfer Date, an amount equal to the product of (a) 9.44%, multiplied by (b) the Cut-Off Date Claim Amount of the Receivables being sold, as indicated on the Notification File.

"Receivable" means GE Capital Corp. receivable that is being sold to Buyer pursuant to the terms of this Agreement, as such receivable exists as of the applicable Cut-Off Date, whether Seller's interest arises as owner, co-owner, cosigner, secured party or otherwise, to the extent such receivable is set forth on the applicable Notification File.

"Securities Law" means the securities laws of any jurisdiction.

"Seller" shall have the meaning assigned to such term in the introductory paragraph hereto.

"Transfer Date" means approximately the second Business Day after the 20th calendar day of each month.

"Transfer Period" means the period from October 1, 2010 to December 31, 2010.

"Trustee" means a trustee appointed in a Bankruptcy Case.

ARTICLE II PURCHASE AND SALE OF RECEIVABLES

2.1 Purchase and Sale. On each Funding Date, Seller shall sell and Buyer shall buy all right, title and interest in and to the Receivables with respect to which Buyer has received a Notification File, without recourse and without warranty of any kind (including, without limitation, warranties pertaining to title, validity, collectability, accuracy or sufficiency of information) except as specifically set forth herein, on the terms and subject to the conditions set forth below. Seller shall provide at least one Notification File to Buyer during each calendar

month during the Transfer Period designating Receivables selected on a random basis from all of the Accounts available to Buyer. Buyer acknowledges that it is purchasing through this Agreement only the Receivables and not the Accounts associated with such Receivables.

2.2 Bill of Sale; Financing Statement. On or after each Funding Date, Seller shall deliver to Buyer: (a) a Bill of Sale relating to the Receivables, executed by Seller and (b) an appropriate Financing Statement (if prepared by Buyer) relating to the Receivables and executed by Seller for filing by Buyer, at Buyer's expense, in the state and county (if applicable) where Seller's chief executive office is located and/or Seller is incorporated. The foregoing notwithstanding, Buyer acknowledges and agrees that the failure of Seller to execute and deliver a Bill of Sale and/or a Financing Statement shall not constitute a default or breach by Seller of its obligations hereunder unless Seller fails to deliver such items within thirty (30) days after a written request by Buyer therefore.

2.3 Notification Date. One each Transfer Date, Seller shall deliver to Buyer (a) the Notification File relating to the Receivables to be sold on such date and (b) funding instructions for the Purchase Price. Buyer shall make no use of the Notification File, except to confirm the funding instructions, until payment in full has been made to Seller in accordance with Section 2.4.

2.4 Payment. On each Funding Date, Buyer shall remit to Seller an amount equal to the Purchase Price. Buyer shall make payment of the Purchase Price by wire transfer or federal funds to the bank designated by Seller in accordance with the funding instructions forwarded to Buyer with the Notification File. All collections received by Seller on or after the applicable Cut-Off Date with respect to any Receivable included herein shall be paid to Buyer according to the procedures set forth in Section 5.7 herein.

2.5 Schedule. Each of Seller and Buyer shall maintain a Computer File of all Receivables sold or reassigned under this Agreement and the date and amount of each payment received by the transferring party on those Receivables after the date of such transfer, and the date such payment was remitted by the transferring party in accordance with the terms of this Agreement, and shall revise such schedule whenever ownership of a Receivable is transferred to or from Buyer in accordance with the terms of this Agreement and whenever a payment is received or remitted by the transferring party after the date of such transfer.

2.6 Reporting Requirements. Buyer shall be solely responsible for any reporting requirements and/or filings required by any federal, state or local law, rule or regulation relating to the Receivables.

2.7 Variation. In the event the data attributes of the Receivables on a Notification File are materially different from the data attributes listed on Exhibit "E", or in the event there is a material variation by Seller from the policies and procedures listed on Exhibit "E", the Buyer may notify Seller that such difference or variation is material and the parties shall discuss in good faith a pricing adjustment to the Receivables on such Notification File.

2.8 Taxes. Neither of the parties is aware of any state or federal sales, transfer of similar taxes that would be applicable to this Agreement.

2.9 Compliance With Law. Buyer shall seek to recover the Receivables only in accordance with applicable laws, rules and regulations, including, without limitation, the Bankruptcy Code, and Buyer shall use, sell and/or transfer any information with respect to the Receivables and/or Account Debtors only for such purposes and for no other purpose whatsoever, including, without limitation, marketing to Account Debtors or marketing the names and/or addresses of Account Debtors. Buyer shall ensure that each subsequent purchaser or assignee of the Receivables and any Person acting on behalf of Buyer or such purchaser or assignee complies with the restrictions contained in this Section 2.10.

2.10 Buyer's Intention. Buyer is purchasing the Receivables for its own account, for

investment purposes and not with a view to the distribution thereof. Buyer shall not sell receivables within 12 months of purchase date. Buyer shall not, directly or indirectly, offer, transfer, sell, assign, pledge, hypothecate or otherwise dispose of any of the Receivables (or solicit any offers to buy, purchase, or otherwise acquire any of the Receivables) or any direct or indirect interests therein, except in compliance with all applicable federal and/or state securities and Blue Sky laws, rules, regulations and requirements (collectively, the "Securities Laws") and this Agreement.

2.11 Receivables Not Securities. Buyer acknowledges and agrees that (a) the purchase of the Receivables pursuant to this Agreement does not involve, nor is it intended in any way to constitute, the purchase of a "security" within the meaning of the Securities Laws and (b) it is not contemplated that any filing will be made with the Securities and Exchange Commission or pursuant to the Securities laws of any jurisdiction.

2.12 Accredited Investor. Buyer is an "accredited investor" (as that term is defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended) by reason of its business and financial experience. Buyer has such knowledge, sophistication and experience in business and financial matters as to be capable of evaluating both the information made available with respect to the Receivables and the merits and risks of the prospective purchase, is able to bear the economic risk of such purchase, is able to bear the risk that Buyer may be required to hold the Receivables for an indefinite period of time and is able to afford a complete loss of the Purchase Price for the Receivables.

2.13 Opportunity to Ask Questions. Buyer has been afforded the opportunity: (a) to ask such questions as it has deemed necessary of, and to receive answers from, representatives of Seller concerning the terms and conditions of the offering of the Receivables and the merits and risks of buying the Receivables; and (b) to obtain such additional information that Seller possesses or can acquire.

ARTICLE III CONDITIONS PRECEDENT

3.1 Conditions to Buyer's Obligations. The Buyer may terminate its obligation to purchase the Receivables on any Transfer Date and/or any or all subsequent Transfer Dates if any of the following occurs:

- (a) Representations and Warranties. As of such Transfer Date, the representations and warranties of Seller set forth in this Agreement, including, but not limited to Section 4.1, are not true and correct in all material respects.
- (b) Compliance with Covenants and Agreements. On or prior to such Transfer Date, Seller has not complied in all material respects with each of its material covenants and agreements set forth in this Agreement.
- (c) No Violation of Law. The consummation of such purchase and sale will violate an order of any court or governmental body having jurisdiction or a law, rule or regulation that applies to Buyer or Seller.
- (d) Approvals, Consents and Notices. As of such Transfer Date, any approvals, consents or other actions by, and any notices to or filings with, any governmental authority, or any other Person required for the consummation of such purchase and sale have not been obtained or made.
- (e) Consistency of Receivables. The Receivables being sold to Purchaser are not substantially dissimilar to the Receivables contained in the initial Notification

File provided to Purchaser at the time of the negotiation of this Agreement, in regard to their characteristics, credit quality and product mix.

3.2 Conditions to Seller's Obligations. The Seller may terminate its obligation to sell the Receivables on any Transfer Date and/or all subsequent Transfer Dates if any of the following occurs:

- (a) **Representations and Warranties.** As of such Transfer Date, the representations and warranties of Buyer set forth in this Agreement, including, but not limited to Section 4.2, are not true and correct in all material respects.
- (b) **Compliance with Covenants and Agreements.** On or prior to such Transfer Date, Buyer has not complied in all material respects with each of its material covenants and agreements set forth in this Agreement.
- (c) **No Violation of Law.** The consummation of such purchase and sale will violate an order of any court or governmental body having jurisdiction or a law, rule or regulation that applies to Buyer or Seller.
- (d) **Approvals, Consents and Notices.** As of such Transfer Date, any approvals, consents or other actions by, and any notices to or filings with, any governmental authority, or any other Person required for the consummation of such purchase and sale have not been obtained or made.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties solely to Buyer and not to any other Person:

- (a) **Due Organization: Authorization, Etc.** As of each Transfer Date, each Seller is a state-chartered bank, duly organized, validly existing in good standing under the laws of, respectively, the State of Ohio and the State of Georgia, and, at all relevant times, had all necessary power and authority to originate and/or acquire and transfer the Receivables. The execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby are within its powers and have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.
- (b) **No Conflict.** The execution, delivery and performance by Seller of this Agreement and the transactions contemplated hereby does not violate, conflict with or result in a breach or default under the certificate of incorporation or bylaws of Seller, any federal, state or local law, rule or regulation applicable to Seller or any agreement or other document to which Seller is a party or by which it or any of its property is bound.
- (c) **Consents.** No authorization, approval, consent or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is or will be required to be obtained or made by Seller for the due execution, delivery and performance of this Agreement and the transactions contemplated hereby that has not been obtained or made by

Seller.

- (d) **Title to the Receivables.** As of each Transfer Date, Seller is the lawful owner of, or has the right to sell, the Receivables and, upon the purchase by Buyer of the Receivables hereunder from Seller, Buyer shall acquire clear, marketable and unencumbered title in and to the Receivables.
- (e) **No Brokers or Finders.** Seller has not employed any investment banker, broker or finder in connection with the transaction contemplated hereby who might be entitled to a fee or commission upon consummation of the transaction contemplated in this Agreement
- (f) **No Proceeding.** There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or, to the knowledge of Seller, threatened against Seller which would have a material adverse effect on the transactions contemplated by, or Seller's ability to perform its obligations under, this Agreement
- (g) **Origination.** To the best of Seller's knowledge, the Receivables sold to Buyer pursuant hereto have been originated and/or acquired and serviced in material compliance with applicable state and federal consumer credit laws by Seller, its agents and affiliates.
- (h) **Receivable Attributes.** For each Notification File, the Receivables' Data Attributes, Policies and Procedures regarding and pertaining to such Receivables shall significantly resemble those Data Attributes, Policies and Procedures listed on Exhibit "E".
- (i) **Receivables Available to Buyer.** Seller shall make available to Buyer for purchase materially all of its receivables up to the maximum amount shown in Schedule A.
- (j) **Random Selection.** The Receivables on each Notification File are a reasonably random selection of Seller's sellable Accounts, which have been selected by Seller without regard to scoring or any other criteria that could be reasonably expected to have a material adverse impact on the value of the Receivables or on the Buyer's ability to collect on the Receivables.

4.2 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Seller:

- (a) **Due Organization; Authorization, Etc.** As of each Transfer Date, Buyer is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation. The execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby are within its powers and have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.
- (b) **No Conflict.** The execution, delivery and performance by Buyer of this Agreement and the transactions contemplated hereby do not and will not violate, conflict with or result in a breach or default under its, respectively, limited liability agreement and/or trust, any federal, state or local law, rule

or regulation applicable to Buyer, or any agreement or other document to which Buyer is a party or by which it or any of its members or property is bound.

- (c) Consents. No authorization, approval, consent or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is or will be required to be obtained or made by Buyer of the due execution, delivery and performance of this Agreement and the transactions contemplated hereby.
- (d) Investigation of Receivables. Buyer has made an independent investigation as Buyer has deemed necessary as to the nature, validity, collectability and value of the Receivables being purchased on each Funding Date, and as to all other facts that Buyer deems material to such purchase. Buyer is making such purchase solely on the basis of such investigation and its own judgment and the representations, warranties and other information expressly set forth herein. Except for responses to questions posed by Buyer in writing to Seller in accordance with Section 2.13 of this Agreement, Buyer is not acting in reliance on any representation, warranty or information except to the extent expressly set forth herein.
- (e) No Broker or Finders. Buyer has not employed any investment banker, broker or finder in connection with the transaction contemplated hereby who might be entitled to a fee or commission upon consummation of the transaction contemplated in this Agreement.
- (f) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or, to the knowledge of Buyer, threatened against Buyer which would have a material adverse effect on the transactions contemplated by, or Buyer's ability to perform its obligations under, this Agreement.

ARTICLE V CONDUCT OF BUSINESS AFTER THE PURCHASE

5.1 Interim Servicing. Until the applicable Transfer Date, Seller may continue to service the Receivables to be transferred and, in connection therewith, shall have the right to handle the Receivables and any matter relating to the Receivables in any manner that Seller deems appropriate, provided, however, that from the applicable Cut-Off Date until the applicable Transfer Date, Seller shall not initiate any outbound collection efforts on the applicable Receivables or send any written offers allowing the Receivables to be settled for less than the full amount owed, but Seller shall be permitted to accept payments in accordance with its ordinary credit policy. Buyer shall be bound by the actions taken by the Seller in compliance with applicable law with respect to any Receivable prior to the Transfer Date. Buyer shall take no action to communicate with Account Debtors (or their agents or representatives) or enforce, service or otherwise manage any Receivable until after the purchase of the Receivables, and only in accordance with any and all applicable federal and state laws, rules, regulations and court orders. In no event shall Seller be deemed a fiduciary for the benefit of Buyer with respect to the Receivables or any Receivable.

5.2 Notice to Account Debtors. Any communications by Buyer to a Debtor shall conform in all respects to any applicable federal and state laws, rules, regulations and court orders.

5.3 Retrieval of Account Documents; Oral Information on Accounts.

- (a) **Account Documents.**
- (i) Except as provided in this Section 5.3, Seller shall have no obligation to provide any information in respect of Receivables (other than the information contained in the Notification File).
 - (ii) Buyer may request Account Documents and, to the extent such information is in the possession of and reasonable available to Seller, Seller shall provide it in accordance with the provisions below. For the avoidance of doubt, Buyer expressly acknowledges and agrees that Seller's failure to provide Account Documents shall not render the related Receivables as Non-Conforming Receivables or otherwise subject Seller to any liability.
 - (iii) From time to time, Buyer may submit to Seller reasonable requests for Account Documents, which requests shall be substantially in the form of Exhibit "B" hereto. Any request by any subsequent purchaser or assignee of the Receivables or any other Person acting on behalf of Buyer or such Person, for Account Documents, to the extent there remains a right thereto, must be made through Buyer. Seller shall provide to Buyer each requested Account Document (to the extent such document is in the possession of and reasonably available to Seller) within thirty (30) days after Seller's receipt of Buyer's request therefore.
 - (iv) During the first twelve (12) months after the applicable Transfer Date, Seller shall provide to Buyer (to the extent the documents are in the possession of and reasonably available to Seller) at no additional charge to Buyer (other than specified postage charges) a number of Account Documents not to exceed the 150 Accounts in any week or an aggregate number equal to five percent (5%) of Accounts sold on the applicable Transfer Date, provided that Buyer pays to Seller, within thirty (30) days after receipt of an invoice therefore, all postage paid by Seller in respect of provision of such Account Documents.
 - (v) At all times (a) after the date twelve (12) months after the applicable Transfer Date or (b) during the first twelve (12) months after the applicable Transfer Date but in excess of the request amounts specified in, or otherwise not in accordance with, subsection (iv) above, Seller shall provide Buyer (to the extent the documents and/or necessary information are in the possession of and reasonably available to Seller) with requested Account Documents for the following additional fees: (1) \$10.00 per account agreement or billing statement; (2) \$20 per affidavit of sale or business record affidavit which may be deemed necessary to provide satisfactory evidence of the Account and Buyer's ownership of the Account (3); and (3) a price to be agreed upon for any other type of Account Document requested by Buyer.
 - (vi) Any contrary provision contained in this Section 5.3(a) notwithstanding, the parties acknowledge and agree that: (a) if, during any thirty (30) day period, Buyer reasonably requests Account Documents totaling more than five hundred (500), Seller may provide the requested Account Documents within sixty (60) days after Seller's receipt of each reasonable request by Buyer therefore, and (b) Seller has no obligation to provide to Buyer any document

or information not in the possession of and reasonably available to Seller.

- (b) Oral Information. Seller shall not be obligated to furnish Buyer with any oral information.
- (c) Copies. Seller reserves the right (but shall have no obligation to) retain copies of all or any portion of documents delivered to Buyer. Any obligation of Seller to provide Account Documents to Buyer may be satisfied by providing original documents or copies thereof, whether by electronic, photocopy, microfiche, microfilm or other reproduction process.
- (d) Limitations on Seller's Obligations. Any other provisions of this Section 5.3 to the contrary notwithstanding, Seller shall have no obligation to provide Account Documents (or any other information) on or after the date four (4) years after the Purchase Date.

5.4 Recovery of Receivables; Reporting to Credit Reporting Agencies. If Buyer, any purchaser or assignee of the Receivables or any other Person acting on behalf of Buyer or such Person, collects, enforces or recovers or attempts to collect, enforce or recover amounts in respect of the Receivables, Buyer shall, and shall ensure that any other such Person shall, at all times:

- (a) Comply with all applicable federal, state and local laws, regulations, rules and court orders, including, without limitation, the Bankruptcy Code, the federal Consumer Credit Protection Act, the federal Fair Credit Reporting Act and the federal Fair Debt Collection Practices Act;
- (b) Determine whether the statute of limitations with respect to the Receivables has expired and, if so, refrain from collecting, enforcing or recovering, attempting to collect, enforce or recover or otherwise taking action with respect to such Receivables, except in compliance with all applicable federal, state and local laws, regulations, rules and court orders;
- (c) Not seek to recover any portion of any Receivable that is not properly and legally recoverable under applicable federal, state and local laws, regulations, rules and court orders, including, without limitation, in the context of a Bankruptcy Case or under the Bankruptcy Code;
- (d) Not increase the amount of the Receivables above the face amount purchased from Seller or add additional or other charges or fees (including finance charges or interest) to the amount of the Receivables except as permitted by law (it being understood that no increase shall be imposed if such imposition could impose on the Seller any legal obligation in respect of Receivables); and
- (e) Not repossess or threaten to repossess any items securing the Receivables without first obtaining the leave of the bankruptcy court before which Bankruptcy Case is pending, if applicable.

Buyer acknowledges that Seller may in its sole discretion, at its cost, report the status of the Receivables to the appropriate credit reporting agencies and, if Seller so elects, it will report the Receivables as either transferred, transferred to another lender, charged off transferred, sold, charged off sold or another similar designation. If Buyer elects to report Receivables to the appropriate credit reporting agencies, Buyer shall, at its cost, report Receivables to such agencies as Buyer and transferee of such Receivables.

5.5 Seller as Witness. If Buyer files any legal action to collect on a Receivable and Buyer requests or subpoenas an officer or employee of Seller to appear at a trial, hearing or deposition to testify about the Account (and in the case of a request Seller agrees to provide an officer or employee to so appear), Buyer will pay Seller for the officer's or employee's time in traveling to, attending and testifying at the trial, hearing or deposition, whether or not the officer or employee is called as a witness, at the hourly rate of such officer or employee. Buyer will also pay Seller in advance the officer's or employee's reasonable out-of-pocket, travel-related expenses.

5.6 Legal Notices Received After Each Date. Buyer and Seller shall promptly notify each other of any claim, threatened claim, pending or threatened obligation or any other legal proceeding or governmental action related to Receivables and involving or implicating Buyer or Seller or actions taken in respect of Receivables.

5.7 Extent of Seller's Obligations After Each Transfer Date.

- (a) Except as stated herein, Seller shall have no obligation to perform any servicing activities with respect to Receivables from and after the applicable Transfer Date.
- (b) Seller shall provide to Buyer, within fifteen (15) days after the end of each of Seller's fiscal months, a report indicating the amounts of payments received by Seller in respect of Receivables during the immediately preceding fiscal month and shall remit to Buyer such amounts within thirty (30) days after its provision of such report, except that, with respect to any payments received during the fiscal month in which the Transfer Date occurs, such report and remittance shall reflect only amounts received after the applicable Cut-Off Date.
- (c) Seller shall use good faith commercially reasonable efforts to identify and forward to Buyer, within fifteen (15) days after the end of each of Seller's fiscal months, all written correspondence received during such fiscal month by Seller in respect of Receivables that is relevant to Buyer's recovery or ownership thereof, including bankruptcy and probate notices.
- (d) The foregoing notwithstanding, it is acknowledged and agreed that Seller shall have no obligations under subsections (b) or (c) of this Section 5.7 on or after three (3) years from the applicable Transfer Date.

5.8 Extent of Buyer's Obligations After Repurchase.

- (a) After any repurchase of Accounts by Seller from Buyer pursuant to Section 7.2(a), Buyer shall provide to Seller, within fifteen (15) days after the end of each of Buyer's fiscal months, a report indicating the amounts of payments received by Buyer in respect of the repurchased Receivables during the immediately preceding fiscal month and shall remit to Seller such amounts within thirty (30) days after its provision of such report, except that, with respect to any payments received during the fiscal month in which the date of repurchase occurs, such report and remittance shall reflect only amounts received on or after the date of repurchase.
- (b) Buyer shall use good faith commercially reasonable efforts to identify and forward to Seller, within fifteen (15) days after the end of each of Buyer's fiscal months, all written correspondence received during such fiscal month by Buyer in respect of repurchased Receivables that is relevant to Seller's recovery or ownership thereof.

5.9 Seller's Audit Rights. Seller shall have the right to audit the accounts related to this sale agreement of Buyer to determine Buyer's compliance with the terms of this Agreement. The audit of the accounts related to agreement of Buyer shall be conducted by an employee or other representative designated by Seller. Seller agrees, and its representative will agree, to hold all information that Seller receives in confidence except as is necessary for Seller to enforce its rights under this Agreement. Seller shall give Buyer prior written notice of its exercise of its rights hereunder specifying the date upon which the audit will commence. Such audit shall be conducted during normal business hours at a mutually agreed upon time and place. Buyer shall cooperate in the conduct of the audit. The Seller shall use commercially reasonable efforts to minimize the disruption of the conduct of the business during the audit. Buyer is in no way obligated to report collection history, recovery rates and/or any other information outside the terms of this agreement for the purpose of this audit provision, and Seller shall not be allowed to make copies of the Buyer's documents. This audit shall merely be to make sure Accounts are generally being worked as per this Agreement.

ARTICLE VI USE OF NAMES

6.1 Use of Names. Buyer shall use (and shall ensure that each permitted assignee, subsequent purchaser of Receivables and any other Person taking action in respect of Receivables only shall use) only Buyer's (or such other Person's) own name when taking action in respect of Receivables. Buyer shall not state, represent or imply (and shall ensure that no permitted assignee, subsequent purchaser of Receivables or other Person taking action in respect of Receivables states, represents or implies) that Buyer (or such other Person) is connected in any manner with, or acting for or on behalf of, Seller, Seller's Affiliates or any Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables. Buyer shall not (a) use the marks and/or names of, or otherwise refer to (and shall ensure that no permitted assignee, subsequent purchaser or other Person taking action in respect to Receivables uses the marks and/or names of, or otherwise refers to) Seller, Seller's Affiliates or any Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables, including the marks and/or names of the establishment(s) at which the credit card generating the Receivable was used or (b) use (and shall ensure that no permitted assignee, subsequent purchaser or other Person taking action in respect of Receivables uses) any names and/or marks similar to the names and/or marks of Seller, Seller's Affiliates or any Person with who Seller or its Affiliates has a program or other agreement relating to Receivables, including the name of the establishment(s) at which the credit card generating the Receivable was used. The foregoing notwithstanding, however, Buyer (and any person acting on behalf of Buyer, any permitted assignee, subsequent purchaser of Receivables and any other Person servicing such Receivables) may use the name of Seller solely for the purpose of identifying a Receivable (a) in communications with an Account Debtor on such Receivable in order to collect amounts outstanding thereon, (b) in connection with filing suit, (c) in connection with the sale or financing of the purchase of such Receivable, (d) for internal reporting purposes, (e) in bankruptcy and probate proceedings or (f) in connection with entering into any servicing arrangement, provided, however, that neither Buyer nor any person acting on behalf of Buyer or any permitted assignee, subsequent purchaser of Receivables and any other Person servicing such Receivables shall state or represent in any way that it is taking action for or on behalf of Seller or any of Seller's Affiliates.

ARTICLE VII NON-CONFORMING RECEIVABLES

7.1 Definition. For purposes of the Agreement, a Receivable shall be considered a "non-Conforming Receivable" if any of the following conditions apply to such Receivable:

- (a) the Receivable was, in the reasonable opinion of Seller, created as a result of fraud or forgery or Seller's mistake;

- (b) on or prior to the applicable Cut-Off Date, the Account Debtor was deceased;
- (c) on or prior to the applicable Cut-Off Date, the debt represented by such Receivable was reaffirmed or discharged in a Bankruptcy Case;
- (d) on or prior to the applicable Cut-Off Date, the debt represented by such Receivable was compromised, settled, paid in full or satisfied;
- (e) on or prior to the applicable Cut-Off Date, a representation or warranty of Seller made herein as to such Receivable was untrue or incorrect in any material respect;
- (f) on or prior to the applicable Cut-Off Date, the Account Debtor on such Receivable was released from liability on the Receivable by Seller;
- (g) on or prior to the applicable Cut-Off Date, the Account Debtor filed a Bankruptcy petition;
- (h) on or after to the applicable Cut-Off Date, an Account is still placed with an outside collection agency;
- (i) on or prior to the applicable Cut-Off Date, Seller has identified that, in the thirty-day period preceding the applicable Cut-Off Date, the Account Debtor notified Seller (either verbally or in writing) that Account Debtor has filed for bankruptcy protection or that Account Debtor intends to file for bankruptcy protection.
- (j) on which the Account Debtor, to Seller's knowledge, resides outside of the United States of America.
- (k) on which the Account Debtor has invoked the stay provisions of the Soldiers and Sailors Civil Relief Act of 1940, as amended.

For the avoidance of doubt (and notwithstanding anything otherwise provided herein), the parties hereto acknowledge and agree that a Receivable shall not constitute a Non-Conforming Receivable, and/or that a representation or warranty of Seller shall not be untrue or breached, solely because (1) such Receivable is not enforceable in accordance with its terms, (2) any security interest relating to such Receivable is not valid, perfected or enforceable, or (3) Seller is unable to produce Account Documentation related to such Receivable.

7.2 Seller's Duty/Right to Repurchase.

- (a) During the first one hundred eighty (180) days after the applicable Transfer Date, Buyer may notify Seller in writing of any good faith determination by Buyer that a Receivable is a Non-Conforming Receivable. Any such notification shall include the information and shall be in substantially the form set forth in Exhibit "C" hereto. Within sixty (60) days following Seller's receipt of Buyer's determination that the Receivable is a Non-Conforming Receivable, in the format specified in the Agreement, Seller shall in good faith confirm or deny that the Receivable is a Non-Conforming Receivable. Any dispute between the parties as to whether a Receivable is a Non-Conforming Receivable shall be resolved according to the procedures set forth in Section 7.2(d). Seller shall purchase such Receivable for an amount equal to (i) the Purchase Price for such Receivable, less (ii) any recoveries on such Receivable that Buyer may have received on or after the applicable Transfer Date, less (iii) any credit

given by Seller to Buyer for payments on the Receivable received by Seller before the applicable Transfer Date. In the event that the sum of recoveries and credit given on the Receivable as specified in clauses (ii) and (iii) in the previous sentence exceeds the Purchase Price of such Receivable, Seller shall pay Buyer nothing.

In the event that Buyer fails to notify properly Seller of any determination by Buyer that a Receivable is a Non-Conforming Receivable within one hundred eighty (180) days after the applicable Transfer Date (and Seller has not exercised its rights under subsection (b) below in respect thereof), said Non-Conforming Receivable shall be solely the responsibility of Buyer and Seller shall have no obligation to repurchase such Non-Conforming Receivable.

- (b) In the event that Seller at any time determines that (i) a Receivable is a Non-Conforming Receivable, (ii) there is a pending or threatened suit, action, arbitration or other legal proceeding or investigation relating to Seller or a Receivable and resolution of the matter would be facilitated if Seller owned such Receivable, or (iii) such Receivable should not be recovered or collected or should not have been sold due to a possible legal defect or infirmity, Seller may advise Buyer that it wishes to repurchase the same, in which event Seller shall purchase such Receivable for an amount equal to the Purchase Price therefor, provided, however, that Seller shall advise Buyer of any determination under clause (i) within 180 days after the applicable Transfer Date. Nothing contained in clause (iii) of the immediately preceding sentence shall impose any duty on or constitute a representation of Seller with respect to the validity, enforceability or collectability of any Receivable or validity, perfection or enforceability of any security interest relating to any Receivable. Seller's right to repurchase under this section is subject to a Fifty Thousand dollar (\$50,000) cap of the face value of the Receivables for each Transfer Date.
- (c) Unless Buyer is sued by a third party and entitled to indemnification from Seller under Article X hereof, repurchase by Seller pursuant to this Article VII shall constitute the sole and exclusive remedy of Buyer in respect of any Non-Conforming Receivable and, except for the remedies in this Article VII, Buyer hereby waives any and all rights and remedies to sue Seller in law or equity for damages or other relief in respect of such Non-Conforming Receivable.
- (d) Any unresolved dispute between the parties in connection with Section 7.2(a) shall be settled through friendly consultations between the parties. If agreement cannot be reached through consultations between the parties, the dispute shall be submitted to binding arbitration for resolution. The arbitration shall take place in New York, New York, and shall be conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules thereof (the "Rules") except as modified hereby. A single neutral arbitrator with no past or current business affiliations with either Buyer or Seller shall make all necessary determinations, including the arbitration decision. Within ten (10) days after delivery of a notice of arbitration, the disputing parties shall commence conferring in good faith regarding the selection of the arbitrator. The disputing parties shall select the arbitrator within twenty (20) days after delivery of the notice of arbitration. If the arbitrator shall not have been so selected by such date then the arbitrator will be selected by the American Arbitration Association in accordance with the Rules. The arbitrator's decision must be in writing and shall set forth the reasons

therefor. Such decision shall be a conclusive determination of the matter and binding on the disputing parties and shall have the effect of an arbitration award, and shall not (to the extent permitted by applicable law) be contested by any of the disputing parties. the fees and expenses of the arbitrator shall initially be borne equally by the parties, and ultimately shall be allocated between or among the disputing parties by the arbitrator in accordance with the arbitrator's final decision.

**ARTICLE VIII
BUYER'S RIGHT OF TRANSFER**

8.1 Right of Transfer.

- (a) Except as provided in this Article VIII, Buyer shall not assign, encumber, transfer or convey its rights under this Agreement or with respect to any Receivable without the prior written notice to Seller, which shall not be unreasonably withheld.
- (b) Subject to Section 8.2, Buyer may sell, assign, or transfer any of the Receivables (but not assign this Agreement) to a Subsequent Purchaser only if Buyer ensures that every Subsequent Purchaser (including any Persons purchasing from Buyer or a subsequent purchaser) is a reputable Person. At a minimum, Buyer's investigation into the reputation of a prospective Subsequent Purchaser shall include a good faith investigation of and determination that the potential purchaser's integrity, regulatory compliance, and financial reliability conform to the standards set forth in Exhibit D.
- (c) Buyer shall use no lower standards in selecting Subsequent Purchasers of Receivables than it typically uses for its other receivable portfolios and shall ensure that every Subsequent Purchaser who further transfers any Receivable shall adhere to Buyer's standards.
- (d) Buyer may sell or transfer any of the Receivables (but not assign this Agreement) to a Subsequent Purchaser only if Buyer agrees in writing to the same representations, warranties, covenants, indemnification, and insurance obligation and other terms (including those in respect of Non-Conforming Receivables and further Receivables transfers) applicable to Buyer that are set forth in this Agreement and to make Seller a third-party beneficiary of those terms.
- (e) Buyer shall ensure that any such Subsequent Purchaser also agrees in writing that Seller shall have a direct right of action against it in the event such Subsequent Purchaser fails to comply fully with its obligations. Seller shall have the right (but not the obligation) to take action directly against Subsequent Purchasers who violate their obligations, and each agreement providing for the transfer of Receivables shall provide for such a direct right of action by Seller. At Seller's option, Seller may determine not to proceed against a Subsequent Purchaser and instead proceed against Buyer (who shall be liable for the violations of any Subsequent Purchaser as if such violations were violations by Buyer).
- (f) Sale of some or all Receivables shall not relieve Buyer of any of its liabilities or obligations hereunder and Buyer shall be liable to Seller for any failure of any Subsequent Purchaser to comply with the terms of its Agreement. In addition, Buyer shall ensure that (a) with respect to obligations incurred and actions taken by any Subsequent Purchaser while it owns any Receivable, such Person shall remain liable for such obligations and actions even if it has sold the Receivables or assigned its rights and obligations in respect thereof, and (b) any Subsequent Purchaser remains liable for any actions of any Person to whom it sells or assigns the Receivables or any rights in respect thereof.

8.2 Notwithstanding the terms and conditions of Section 8.1:

- a) Buyer (including "buyer" as assignee under Section 8.1 above) may sell or transfer the Receivables to one or more affiliates or to one or more trusts or other securitization or funding vehicles established by such affiliate or other Person, in either case, for the sole purpose of issuing securities backed by or representing interests in the Receivables, provided that Buyer or an affiliate or subsidiary of Buyer or another Person that satisfies the requirements contained in Exhibit D shall be the servicer with respect to such securitization, and Buyer acknowledges that the sale of some or all Receivables shall not relieve Buyer of any of its liabilities or obligations

hereunder and Buyer shall be liable to Seller for any failure of subsequent purchasers to comply with the terms of its Agreement.

- b) Buyer or an affiliate, subsidiary or permitted transferee of Buyer may pledge, assign or create a security interest in the Receivables to or for a lender as collateral for a loan (including loans structured in the form of repurchase agreements or other sales with recourse). Buyer acknowledges that the pledge, assignment or creation of a security interest in some or all Receivables shall not relieve Buyer of any of its liabilities or obligations hereunder and Buyer shall be liable to Seller for any failure of subsequent purchasers to comply with the terms of its Agreement and such lender shall agree to be subject to the terms and conditions of Section 8.1 (as though such lender was a subsequent buyer) in the event that it exercises its remedies as a secured party, except that if such lender sells or transfers Receivables as a secured party to a subsequent purchaser that meets the requirements of Section 8.1, such lender shall be relieved of its liabilities under Section 8.1, but Buyer shall not be so relieved.
- c) No such securitization or pledge or assignment of, or creation of a security interest in, the Receivables shall (1) provide for or permit the further assignment, encumbrance, transfer or conveyance of Receivables by the trusts or lenders other than in accordance with Section 8.1 (as though such trusts or lenders were subsequent purchasers selling to other purchasers, subject to the exceptions set forth in 8.2 (a) and 8.2(b)), or (2) otherwise release Buyer from its liabilities or obligations under this Agreement.

ARTICLE IX UCC FILINGS

9.1 UCC Filings Against Seller. On or after the date hereof, Seller shall sign at Buyer's reasonable request any UCC financing statement or continuation statement required to perfect the sale of the Receivables to Buyer from Seller. On and after the date hereof, Seller promptly shall give Buyer written notice of any changes in its name and location of its chief executive office.

9.2 UCC Filings Against Buyer. On or after the date of reassignment, Buyer shall sign at Seller's reasonable request any UCC financing statement or continuation statement required to perfect the reassignment of Receivables to Seller from Buyer. On and after such reassignment, Buyer promptly shall give Seller written notice of any changes in its name and location of its chief executive office.

ARTICLE X INDEMNIFICATION

10.1 By Buyer. Buyer shall indemnify and hold harmless Seller, Seller's Affiliates and any Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables (including owners of the establishment(s) at which the credit card generating the Receivables were used), and any of their respective shareholders, officers, directors, agents or employees, from and against any claim, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney's fees and costs of suits) that arise from or relate to (a) any breach by Buyer or any assignee or subsequent purchaser of the Receivables of the representations, warranties, covenants and other responsibilities set forth in this Agreement, (b) any other act or omission by Buyer or any assignee or subsequent purchaser of the Receivables or any of their respective officers, directors, agents, employees, representatives, assignees or subsequent purchasers with respect to the Receivables committed or occurring after the applicable Transfer Date, or (c) the improper use by Buyer or any assignee or subsequent purchaser of the Receivables of the name, marks or other property or information of Seller, its Affiliates or any other Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables.

10.2 By Seller. Notwithstanding any prior reference to Seller's knowledge or use of the phrase to the best of Seller's knowledge, Seller shall indemnify and hold harmless Buyer, Buyer's Affiliates and any Person with whom Seller or its Affiliates has a program or other agreement relating to Receivables, and any of their respective shareholders, officers, directors, agents or employees, from and against any claims, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney's fees and costs of suits) that arise from or relate to (a) any breach by Seller of its representations, warranties, covenants or other responsibilities set forth in this Agreement or (b) any other act or omission by Seller or any of its respective officers, directors, agents, employees, representatives or assignees with respect to the Receivables committed or occurring prior to the applicable Transfer Date.

10.3 Limitations on Seller's Indemnification Obligations. Buyer acknowledges that it has purchased the Receivables "AS IS," without reliance on any representations or warranties of Seller except as expressly provided herein, and that the Purchase Price reflects such fact. As a result, Buyer agrees that in no event shall Seller be liable for special, consequential or punitive damages of Buyer, Buyer's Affiliates or any purchaser or assignee of Receivables. Buyer also agrees that no subsequent purchaser or assignee of the Receivables shall have a direct cause of action against, or right of indemnification from, Seller and that all purchase agreements with such Persons shall so provide.

10.4 Indemnification Procedure. Whenever any claim of the type which would occasion indemnification under Article X hereof is asserted or threatened against any party hereto, that party shall promptly notify the other party hereto. The notice shall include, if known, the facts constituting the basis for such claim, including, if known, the amount or an estimate of the amount of the liability arising therefrom. In the event of any claim or indemnification hereunder resulting from or in connection with the claim or legal proceedings of a claimant not a party to this Agreement, the indemnifying party shall have the right, at its option, at its expense and with its own counsel (which counsel shall be reasonably satisfactory to the party seeking indemnification) to assume the defense of any such claim or any litigation resulting from such claim or to participate with its own counsel (which counsel shall be reasonably satisfactory to the indemnified party) in the compromise or defense thereof. If the indemnifying party undertakes to assume the defense of any such claim or litigation or participate in the compromise thereof, it shall promptly notify the indemnified party of its intention to do so, and, as a condition to the indemnifying party's indemnification obligation, the indemnified party shall cooperate reasonably with the indemnifying party and its counsel (but at the sole expense of the indemnifying party) in the defense against or compromise of any such claim or litigation. Anything in this Section 10.4 to the contrary notwithstanding, the indemnified party shall not compromise or settle any such claim or litigation without the prior written consent of the indemnifying party, which consent will not be unreasonably withheld; provided, however, that if the indemnified party shall have any potential liability with respect to, or may be adversely affected by, such claim or litigation, the indemnifying party shall not settle or compromise such claim or litigation without the prior written consent of the indemnified party.

10.5 Insurance. From and after the date of this Agreement and at all times that Buyer owns the Receivables, Buyer shall carry and maintain, at Buyer's sole cost and expense, standard commercial general liability insurance, including premises/operations, products, completed operations, personal and advertising liability, including libel and slander, and contractual liability coverage's, to afford protection to the limits of not less than two million dollars (\$2,000,000) in the aggregate, which requirement may be satisfied if such insurance is maintained by a servicer or by a party to whom Buyer sells or assigns all of the Receivables. Such insurance shall be effected under a valid enforceable policy (or policies) issued by an insurer of recognized responsibility which is licensed in the States of Connecticut, Georgia, Ohio and New York. Buyer shall, contemporaneously with the execution of this Agreement, furnish to Seller an original certificate evidencing such coverage.

ARTICLE XI CONFIDENTIALITY

11.1 General. All oral and written information about Seller and Buyer, their respective credit card businesses and customers, including Account Holders, and this Agreement (including the Purchase Price) (collectively, the "Records"), are valuable and proprietary assets. Seller and Buyer (and each of their respective employees and agents) shall treat the Records as strictly confidential and, except as expressly authorized hereunder, will not disclose such Records to any Person or use such Records other than in accordance therewith, provided that Buyer may disclose such Records to any attorney, accountant, consultant or financing provider engaged to assist Buyer in the normal course of business or to any subsequent purchaser or potential purchaser of the Receivables if such purchaser or potential purchaser agrees to the terms of this confidentiality provision in writing, such Records directly relate to the Receivables purchased or proposed to be purchased and such Records are reasonably required by such purchaser or subsequent purchaser to collect or assess the Receivables. Each party hereto will use its best efforts to ensure that its employees and agents maintain such confidentiality. Each party hereto will notify the other party hereto immediately upon receiving a subpoena or other legal process about the other party's Records and will cooperate with the other party thereto to comply with or oppose the subpoena or legal process.

11.2 Limitation. This Article 11 will not apply to information, documents, and material that are in or enter the public domain other than through a wrongful act or omission of a party hereto.

11.3 Privacy Law Compliance

(a). Gramm-Leach-Bliley Act Applicability. The parties acknowledge that the Gramm Leach Bliley Act governs disclosure of Nonpublic Personal Information received by Buyer from Seller under this Agreement. The parties agree to comply with the terms and provisions of the Gramm Leach Bliley Act and other requirements of law, including the provisions of the Gramm Leach Bliley Act regarding the re-use, sharing and re-disclosure of Nonpublic Personal Information and the Safeguards Rule implementing Section 6801(b) of the Gramm Leach Bliley Act.

(b). Duties of Buyer. Buyer (a) will use the Nonpublic Personal Information solely for the purpose (s) as agreed upon by the parties in this Agreement (b) will not use the Nonpublic Personal information for any other purpose without Seller's prior written consent, and (c) will ensure that any person associated with Buyer with access to the Nonpublic Personal Information agrees to be bound by this Agreement. Buyer further agrees in writing that the Nonpublic Personal Information will be disclosed only to such of Buyer's officers, employees, vendors and other representatives who need access to the Nonpublic Personal Information for the purposes described above (it being agreed that such representatives shall be directed by Buyer to treat such Nonpublic Personal Information, with no less than the same degree of care in protecting the confidentiality of such information as such representatives exercise in protecting their own confidential information).

Buyer agrees, at its own expense, to use commercially reasonable efforts to safeguard the Nonpublic Personal Information from any disclosure other than as permitted by this Agreement. Buyer shall implement and maintain information security measures to protect against unauthorized access to or use of Nonpublic Personal Information, including without limitation: (a) access controls on information systems; (b) access restrictions at physical locations containing Nonpublic Personal Information; (c) monitoring systems and procedures to detect attempts to access servers on which Nonpublic Personal Information resides; and (d) measures to protect against destruction, loss or damage of Nonpublic Personal Information due to potential environmental hazards such as fire and water damage or technological failures. Within 90 days of execution of this Agreement, Buyer will develop and implement an annual process for keeping its security program requirements up to date and for establishing an employee security awareness program for all system users.

12.3 Expenses. Except as otherwise expressly provided in this Agreement, Buyer and Seller will each bear their own out-of-pocket expenses in connection with the transaction contemplated by this Agreement.

12.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior agreements and understandings relating the subject matter of this Agreement. The parties make no representations or warranties to each other, except as specifically set forth in or specified by this Agreement. All prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement.

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

12.6 Governing Law; Severability. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE INTERNAL CONFLICT OF LAWS PROVISION OF SUCH STATE). THE PARTIES AGREE THAT ANY LEGAL ACTIONS AMONG BUYER AND SELLER REGARDING THIS AGREEMENT OR THE RECEIVABLES SHALL BE BROUGHT IN THE STATE OR FEDERAL COURTS IN THE STATE OF NEW YORK AND EACH OF THE PARTIES THEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS) IN ANY SUCH ACTION AND WAIVES ANY OBJECTION TO VENUE LAID THEREIN. Process in any such action may be served upon any party in the manner provided for giving of notices to it herein. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed without this invalid, illegal or unenforceable provision.

12.7 Waivers, Etc. No waiver of any single breach or default of this Agreement shall be deemed a waiver of any other breach or default of this Agreement. All rights and remedies either under this Agreement or by law or otherwise afforded to a party, will be cumulative and not alternative.

12.8 Remedies. If either party hereto does not pay the full amount due and owing to the other party under this Agreement or if a party otherwise is in default under this Agreement, such party shall pay to the other party, notwithstanding any other rights and remedies available to Seller by law or under this Agreement, for such party's damages resulting from the other party's failure to comply with the terms of this Agreement, all of said party's reasonable expenses, including attorney's fees to enforce this Agreement.

12.9 Survival. Except as otherwise expressly provided herein, all the representations, warranties, terms and covenants of the parties hereto, including but not limited to indemnifications, shall survive the sale of the Receivables from Seller to Buyer.

12.10 Headings. Paragraph headings are for reference only, and will not affect the interpretation or meaning of any provision of this Agreement.

12.11 Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together will be deemed one original. A copy of an executed signature page to this Agreement delivered by either party hereto via telecopy shall be deemed effective on the date of such delivery.

12.12 This paragraph intentionally left blank.

12.13 Retained Claims. Buyer and Seller agree that the sale of the Receivables pursuant to this Agreement shall exclude the transfer to Buyer of any and all claims and/or causes of action Seller has or may have against (a) officers, directors, employees, insiders, accountants, attorneys, other Persons employed by Seller, underwriters or any other similar Person or Persons who have caused a loss to Seller in connection with the initiation, origination or administration of any of the Receivables, (b) any third parties involved in any alleged fraud or other misconduct relating to the making or servicing of any of the Receivables, or (c) any other party from whom Seller has contracted services in respect of the Receivables.

12.14 Date of Termination.

(a) This Agreement shall terminate upon the earlier of the following events: (i) the conclusion of the Transfer Period; or (ii) at the election of the non-defaulting party within thirty days of the occurrence of an Event of Default; or (iii) 60 days or two additional regularly scheduled fundings after either party provides written notice of an intent to cancel this Agreement.

12.15 Buyer and Seller further understand that Seller's commitment to meet the Minimum Allowed Value in Exhibit A is contingent upon Seller's available sale volume.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first shown above.

GE Money Bank.

By: [Signature]

Title: EVP

General Electric Capital Corporation

By: [Signature]

Title: VP

CACH, LLC

By: [Signature]

Title: EVP, CSDO

EXHIBIT B

DOCUMENT REQUEST FORM

Date: _____

Name	Account #	SSN#	Purchase Balance	Current Balance	Open Date	Type of Document

EXHIBIT C

BUYBACK REQUEST FORM

Date:

Name	Account #	Buyback Reason	Purchase Balance	Current Balance	Purchase Rate	Purchase Price

EXHIBIT D

Buyer and all subsequent buyers shall check all references with respect to integrity, reliability, and lawfulness of business practices of Prospective Purchases with whom they have not already developed a trusting relationship in the sale of receivables to ensure that no negative information is given with respect to such Prospective Purchasers.

Exhibit E

Data Attribute

New Assignment Account Information Record

Record Position	Field Name	Field Length	Comments
001-020	Account Number	X (20)	
021-021	Record Type	X (01)	A = Cardholder Record
022-023	Sequence Number	X (02)	00 = Master Record
024-027	Title	X (04)	Field is 3 char. on AS/400
028-028	Customer Type	X (01)	C = Corporation I = Individual
029-068	Name	X (40)	Corporate Name or Individual Name (Last (25) First (15))
069-093	Account Address 1	X (25)	
094-118	Account Address 2	X (25)	
119-138	City	X (20)	
139-153	County	X (15)	
154-155	State	X (02)	
156-165	Zip-Code	X (10)	
166-181	Home Phone Number	X (16)	10-character field
182-197	Work Phone Number	X (16)	10-character field
198-205	Birth Date	X (08)	CCYYMMDD
206-245	Employer's Name	X (40)	
246-285	Employer's Address	X (40)	
286-289	Loan Type Code	X (04)	
290-295	Lending Officer Code	X (06)	Portfolio
296-305	User Field	X (10)	BCLE/CORP Code
306-309	DPS ID/Agency/Atty code	X (4)	The code assigned to identify Agency/Attorney - See GECF - Agency/Atty codes and Associated ICR codes table
310-325	Dealer Code	X (16)	
326-329	Charge-off Reason Code	X (04)	Bankrupt, Deceased, Contractual, etc.
330-332	Account Status	X (03)	See Status Code Table Agency Status Codes
333-336	Interest Rate	X (4)	
337-337	Source Code	X (01)	A
338-345	Receipt Date	X (08)	CCYYMMDD
346-353	Contract Date	X (08)	CCYYMMDD
354-361	Charge-off Date	X (08)	CCYYMMDD
362-369	Last Payment Date	X (08)	CCYYMMDD
370-379	Charge-off Amount	S9 (8)	V99 Assigned Balance
380-388	Associated Costs	S9 (7)	V99 Not used
389-397	Accrued Interest	S9 (7)	V99 Not used
398-407	Current Balance	S9 (8)	V99 Assigned Balance
408-416	Net Principal	S9 (7)	V99 Blank
417-425	Net Associated Costs	S9 (7)	V99 Blank
426-434	Net Interest	S9 (7)	V99 Blank
435-474	Last Comment Line 1	X (40)	
475-514	Last Comment Line 2	X (40)	
515-554	Last Comment Line 3	X (40)	
555-562	Last Comment Date	X (08)	
563-587	Second Name 1	X (25)	
588-602	Second Name 2	X (15)	

603-611 Monthly Income S9 (7) V99
 612-620 Other Income S9 (7) V99
 621-629 Monthly Payment S9 (7) V99
 630-638 Other Obligations S9 (7) V99
 639-639 Own/Rent Code X (01)
 640-643 Recovery Score X (04)
 644-651 Next Payment Date X (08) CCYYMMDD
 652-659 Last Interest Date X (08) CCYYMMDD
 660-667 Last Contact Date X (08) CCYYMMDD
 668-671 Commission Rate 9 (2) V99
 672-672 Home Phone Flag X (01) Blank
 673-673 Work Phone Flag X (01) Blank
 674-674 Address Flag X (01) Blank
 675-690 Customer ID X (16) SSN or Tax ID
 691-695 Filler X (05)
 696-699 Agency Code X (04)
 700-700 Format Code X (01) Value = 'B' Supplemental /Co-maker Information Record Record Position Field
 Name Field Length Comments
 001-020 Account Number X (20)
 021-021 Record Type X (01) C = Co-maker Record
 022-023 Sequence Number X (02) 01 - 99 = Co-maker Record
 024-027 Title X (04) Field is 3 char. on AS/400
 028-028 Customer Type X (01) C = Corporation I = Individual
 029-068 Name X (40) Corporate Name or Individual Name
 069-093 Account Address 1 X (25)
 094-118 Account Address 2 X (25)
 119-138 City X (20)
 139-153 County X (15)
 154-155 State X (02)
 156-165 Zip-Code X (10)
 166-181 Home Phone Number X (16) 10-character field on AS/400
 182-197 Work Phone Number X (16) 10-character field on AS/400
 198-205 Birth Date X (08) CCYYMMDD
 206-245 Employer's Name X (40)
 246-285 Employer's Address X(40)
 286-674 Filler X (389)
 675-690 Customer ID X (16) SSN or Tax ID
 691-695 Filler X (05)
 696-699 Agency Code X (04)

700-700 Format Code X (01) Value = 'B'