

\$ 131,415,235

Charged-Off Landline Telephone Accounts

California - Residential and Business Pools

LoanTrade Inc. is pleased to exclusively present our client's direct offer to sell the portfolio of charged-off telephone service accounts described below. The Seller is the nation's leading telecommunications service provider.

Funding Date	August, 2006
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For more information please contact:

Kim Norris at LoanTrade, Inc.
E-mail: kim@loantrade.com

Phone: (561) 417-0590
Fax: (561) 417-5662

IMPORTANT DISCLAIMER: The terms, conditions, and information presented by LoanTrade Inc. in connection with this portfolio presented herein were provided to LoanTrade by sources we consider to be reliable, however, LoanTrade makes no representation as to the accuracy of this information. LoanTrade cannot guarantee performance of the Seller. Seller may reject any and all bids. Seller may reduce portfolio up to the date of Seller's acceptance of Buyer's offer to purchase.

CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS
\$ 131,415,235 CHARGED-OFF CALIFORNIA RESIDENTIAL & BUSINESS TELEPHONE ACCOUNTS

LoanTrade Inc. ("LoanTrade") in its capacity as broker for its Clients ("Seller") will from time to time make available portfolios of certain assets ("Assets") for sale to potential purchasers ("Purchaser" or "Purchasers"). In connection therewith, LoanTrade will permit the review and inspection of documents, files and other information ("Confidential Information") relating to the Assets upon receipt by LoanTrade of this Confidentiality Agreement signed by an Purchaser. Confidential Information may include economic, commercial, marketing, financial and customer information that is confidential and/or proprietary in nature and in exchange for the above information and other good and valuable consideration, the parties agree:

Section 1. PURPOSE. The Purchaser agrees that this Confidentiality Agreement is executed for the benefit of LoanTrade and Seller with respect to whose Assets Confidential Information is provided. Purchaser's review and inspection of the Confidential Information shall be for the sole purpose of determining whether or not to submit a bid to purchase some or all of the Assets. Purchaser agrees that its review and inspection shall be on its own behalf and not as an agent, representative or broker of any undisclosed party.

Section 2. NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION.

(a) Purchaser agrees that, except as set forth below, all Confidential Information shall be used by Purchaser solely for the purpose stated in Section 1 hereof. Purchaser further agrees not to disclose any of the Confidential Information, including the name of Seller, without prior written consent of LoanTrade to any third party other than to (i) its employees, officers, and directors (including those of its affiliates), (ii) its agents and representatives, including attorneys, accountants and financial advisors, (iii) insurance and reinsurance firms, or (iv) credit rating agencies (collectively, "Representatives") (A) whose review is necessary for proper evaluation by Purchaser, and (B) who are informed by Purchaser of the confidential nature of Confidential Information, and (C) who are provided with a copy of this Agreement and agree in writing to be bound by the terms of this Agreement.

(b) The term "Confidential Information" shall not include information which: (i) is already known to Purchaser from other sources known by Purchaser not to be subject to any confidentiality obligations (ii) is or becomes generally available to the public other than as a result of a disclosure by Purchaser or any of its Representatives or (iii) is required to be disclosed by law or by regulatory or judicial process.

(c) In the event Purchaser or any of its Representatives fails in any respect to comply with its obligations under this Agreement, Purchaser shall be liable to LoanTrade and Seller for breach of this Agreement. In addition, LoanTrade may in its discretion refuse to consider a bid from the Purchaser on the Assets.

(d) Nothing in this Agreement shall preclude the exercise of any other right, power or remedy available to LoanTrade or Seller under law or in equity. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

(e) Purchaser acknowledges that any non-public personal information regarding the Seller's account debtors is being disclosed pursuant to 12 CFR 573.15(a)(6) only to the extent permitted by such regulation. Purchaser acknowledges that such non-public personal information either has been or will be made available to it for the sole purpose of determining whether or not to submit a bid to purchase some or all of the Assets and that Purchaser shall disclose such information only to those agents, employees or representatives within its own organization or professional advisors who have a need to receive such information in connection with its investigation and/or negotiations with respect to the possible purchase of said Assets so long as all such persons agree to abide by and be bound by the terms of this Agreement. Purchaser represents and warrants that it has adequate procedures and systems in place to adequately protect the confidentiality of such information and will maintain such procedures and systems in effect at all times during which it has possession of such information; in the event that such confidential information is disclosed to any other person, firm or entity, Purchaser shall give written notice of such disclosure to LoanTrade, Inc. promptly, which notice shall identify the information so disclosed, the identity of the person to whom such information relates, the identity of the party(ies) who received such information, and the date that such information was so disclosed; shall not publish, communicate, disclose or divulge to any person, firm or entity, directly or indirectly, any of such information, except as otherwise permitted herein; shall not use such information for its own benefit, directly or indirectly, except as required in the course of the investigation and/or negotiations with respect to the possible purchase of the Assets; and unless Purchaser acquires some or all of the Assets, shall not use any of such information or take any other action to divert, or attempt to divert, any business of or any customers of the Seller to itself or any other competitive person or legal entity, by direct or indirect inducement or otherwise.

Section 3. DUPLICATION. Purchaser shall not make any reproductions, other than handwritten summaries or notes and self-generated computer records, of any item of Confidential Information without prior written consent of LoanTrade. If Purchaser decides not to submit a bid or if the transaction is otherwise not consummated by Purchaser, Purchaser and its Representatives will, within five (5) business days following the scheduled Bid Date, destroy all Confidential Information and all copies, reproductions, computer records, notes, summaries, analyses, or extracts of Confidential Information in Purchaser's possession or in the possession of any of its Representatives. Upon request by LoanTrade, Purchaser will certify that the requirements of this Section have been satisfied.

Section 4. CONTACT WITH DEBTORS AND OTHERS. Purchaser agrees not to communicate directly or through a third party without the written permission of LoanTrade, with: (a) any debtor, guarantor, debtor's or guarantor's accountant or attorney relative to any Asset, (b) employees or officers of the Seller relative to the Assets, or (c) regulatory authorities responsible directly or indirectly for the federal, state, or local supervision of Seller relative to any Asset, or the Assets.

Section 5. TERMINATION. The restrictions in this Agreement shall terminate as to any Assets acquired by Purchaser provided, however, that any claim by LoanTrade or Seller based on a breach of this agreement occurring prior to such acquisition shall survive the acquisition unless waived by LoanTrade or Seller, as applicable, in writing. The terms and conditions of this Agreement shall remain in full force and effect as to any Assets requested for review by, but not acquired by Purchaser.

Section 6. ATTORNEY FEES. Either party may enforce its rights, powers and remedies accorded hereunder by suit or suits in equity or in law, whether for specific performance of any obligation, condition, covenant or agreement contained herein, or for damages, or by equitable remedy as it may deem advisable to protect and enforce its rights, power and remedies set forth herein and, the party that does not prevail shall be liable for all the prevailing party's expenses and costs, including but not limited to reasonable attorney's fees, associated herewith.

Section 7. HOLD HARMLESS PROVISIONS. The terms, conditions, and other information presented by LoanTrade in connection with this transaction were provided to LoanTrade by Seller. LoanTrade makes no representation as to the accuracy of this information. LoanTrade cannot guarantee the performance of Seller.

Section 8. INDEMNITY. Purchaser shall protect, defend, indemnify and hold harmless LoanTrade and Seller, their partners, officers, directors, agents and representatives against any and all claims, demands, actions, damages or liability (including attorney's fees) of any kind or nature, resulting from, arising from or occasioned in whole or in part by the negligence of either Purchaser or a Representative in use of the Confidential Information.

Section 9. ENTIRE AGREEMENT. This Agreement represents the entire agreement between Purchaser and LoanTrade relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by Purchaser or its Representatives.

IN WITNESS HEREOF, a duly authorized representative of Purchaser has executed this Agreement as of the date set forth below.

Company Name:	Address:
BY:	
Name & Title:	City & State:
Date:	Phone #
E-Mail:	Fax #

Please sign, scan and email to kim@loantrade.com or FAX to LoanTrade Inc. at (561) 417-5662