

6 Months Forward Flow - Fresh Charged-Off Visa®/MasterCards® NATIONWIDE

LoanTrade Inc. is pleased to exclusively present our client's offer to sell a six month forward flow of charged-off credit cards. The accounts are fresh, i.e. they will be sold within 10 days of charge-off. No prior internal recovery or third party post charge-off recovery efforts.

The Seller is a growing full-service credit card issuer with more than 700,000 accounts and \$1.2 billion in receivables. The Seller's representations and warranties are comprehensive. The accounts' high average FICO origination parameters, data integrity and excellent documentation support make this an attractive portfolio for most debt purchasers. This is not a Subprime credit card portfolio.

THIS FORWARD FLOW is offered as follows:

<i>Delivery Time Frame</i>	<i>Monthly Delivery</i>	<i>AVE. BAL.</i>	<i>PRIMARY STATES</i>
Monthly (September 2003 thru February 2004)	\$2,500,000 (average) (Minimum - \$2mm Maximum - \$3.5mm)	\$5,655	CA-16% NY- 11% TX- 8% FL- 6% MI- 5%

This is a Two-Phase Competitive Sealed Bid Offering:

Pre-Bid Due Diligence: August 4th to August 18th
Phase One BID DATE: August 19, 2003
Phase Two BID DATE: August 20, 2003
September Pool Funding Date: October 5, 2003

Pre-Bid Due Diligence Information:

Qualified potential bidders should sign and return the attached Confidentiality Agreement in order to receive a Bid Package including sample account data, reports, due diligence checklist, sale agreement, and bid forms. For more information please contact:

Tim Kirkpatrick at LoanTrade, Inc. Phone: (561) 417-5002
E-mail: tim@loantrade.com 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

September Forward Flow Credit Card Sale

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 investors ("Investor" or "Investors"). 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 Investor. Confidential Information may include economic, commercial, marketing, financial and customer information that is confidential and/or proprietary in nature.

Section 1. PURPOSE. The Investor agrees that this Confidentiality Agreement is executed for the benefit of LoanTrade and Seller with respect to whose Assets Confidential Information is provided. Investor'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. Investor 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) Investor agrees that, except as set forth below, all Confidential Information shall be used by Investor solely for the purpose stated in Section 1 hereof. Investor 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 Investor, (B) who are informed by Investor 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 Investor from other sources known by Investor 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 Investor or any of its Representatives or (iii) is required to be disclosed by law or by regulatory or judicial process.

(c) In the event Investor or any of its Representatives fails in any respect to comply with its obligations under this Agreement, Investor shall be liable to LoanTrade and Seller for breach of this Agreement. In addition, LoanTrade may in its discretion refuse to consider bids from the Investor 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) Investor hereby acknowledges that Seller is subject to the privacy regulations under Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., pursuant to which regulations Seller is required to obtain certain undertakings from Investor with regard to the privacy, use and protection of nonpublic personal financial information of Seller customers or prospective customers. Therefore, notwithstanding anything to the contrary contained in this Agreement, Investor agrees that (1) it shall not disclose or use any Customer Data except to the extent necessary to carry out its obligations under this Agreement and for no other purpose, (2) it shall not disclose Customer Data to any third party, including, without limitation, its third party service providers without the prior consent of Seller and an agreement in writing from the third party to use or disclose such Customer Data only to the extent necessary to carry out Investor's obligations under this Agreement and for no other purposes, (3) it shall maintain, and shall require all third parties approved under subsection (2) to maintain, effective information security measures to protect Customer Data from unauthorized disclosure or use, and (4) it shall provide Seller with information regarding such security measures upon the reasonable request of Seller and promptly provide Seller with information regarding any failure of such security measures or any security breach related to Customer Data. The obligations set forth in this Section shall be perpetual and shall survive termination of the Agreement. For the purposes of this Agreement, Customer Data means the nonpublic personal information (as defined in 15 U.S.C. § 6809(4)) of Seller customers or prospective customers received by Investor in connection with the performance of its obligations under the Agreement, including, but not limited to (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with Seller, or (iii) an individual's account information.

Section 3. DUPLICATION. Investor 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 Investor decides not to submit a bid or if the transaction is otherwise not consummated by Investor, Investor and its Representatives will immediately destroy all Confidential Information and all copies,

reproductions, computer records, notes, summaries, analyses, or extracts of Confidential Information in Investor's possession or in the possession of any of its Representatives. Upon request of LoanTrade, Investor will certify that the requirements of this Section have been satisfied.

Section 4. CONTACT WITH DEBTORS AND OTHERS. The Investor 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, or (c) regulatory authorities responsible directly or indirectly for the federal, state, or local supervision of Seller.

Section 5. TERMINATION. The restrictions in this Agreement shall terminate as to any Assets acquired by Investor 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 Investor.

Section 6. ENTIRE AGREEMENT. This Agreement represents the entire agreement between Investor, LoanTrade and Seller relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by Investor or its Representatives.

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. Investor 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 you or a Representative in use of the Confidential Information.

Section 9. INJUNCTIVE RELIEF. Investor acknowledges that monetary damages may not be a sufficient remedy for the unauthorized disclosure of Confidential Information and that Seller and LoanTrade shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

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

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

Return via FAX to LoanTrade Inc. at (561) 417-5662

Phone: (561) 417-5002

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