

**CONFIDENTIAL AGREEMENT FOR SALE
AND PURCHASE OF RECEIVABLES**

THIS AGREEMENT is made and entered into this 16th day of May, 2008 ("Closing" or "Closing Date") by and between Dodeka, LLC, and Pharia, LLC, Delaware limited liability companies ("Seller" or "Sellers"), and Convergence Receivables, LLC. ("Buyer").

A. Sellers desire to enter into an agreement with the Buyer for the purchase of the Sellers' right, title and interest in and to those receivables identified in Exhibit A attached hereto and incorporated herein by this reference (the "Receivables"), which receivables are associated with accounts of certain debtors (each a "Debtor").

B. Buyer desires to purchase such Receivables from Sellers, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the undertakings described herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows.

1. Definitions.

1.1 **Account** means each unsecured or secured consumer credit card account, line of credit account, installment loan, or any other account identified in this Agreement, owned by Seller, which is designated in Exhibit A described on the Computer Files provided to Buyer on

1.2 **Account Document** means any application, agreement, billing statement, notice, correspondence or other document that relates to an Account.

1.3 **Agreement** means this Confidential Agreement for Purchase and Sale of Receivables between Sellers and Buyer.

1.4 **Computer File** means computer information on file or other electronic medium, provided or to be provided by Sellers at least three business days prior to the Closing Date, setting forth (i) each Account of Sellers being sold on the Closing Date, (ii) each Account Closing Date Amount, and (iii) such other information, requested by Buyer, as Sellers are reasonably able to provide.

1.5 **Notice Address** means the address designated by Sellers and Buyer for the receipt of any communication pertaining to this Agreement.

1.6 **Receivable** means an Account which is purchased and sold pursuant to this Agreement.

2. Purchase and Sale. Subject to the terms and conditions set forth herein, and for and in consideration of the Purchase Price Payment, Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, all of Sellers' right, title and interest in and to the Accounts, including without limitation all claims and causes of action against individual holders of the Accounts or any other person or entity arising under, from, on or in connection with the Accounts. Buyer does not assume any obligations arising from or related to acts or omissions by Sellers related to

creditor-debtor relationships, including but not limited to any obligations to vendors or any other entity with respect to Debtor's purchases which give rise to Accounts.

3. Sellers' Representations and Warranties. Sellers hereby represent and warrant to Buyer, as of the date hereof and as of the Closing Date:

3.1 Due Organization and Authorization. Sellers are duly organized, existing and in good standing under the laws of the state of Delaware. Sellers' execution, delivery and performance of this Agreement are within Sellers' powers and have been duly authorized by all necessary action. This Agreement is the legal, valid and binding obligation of Sellers, enforceable against Sellers in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting enforcement of creditors' rights generally and by general equity principles, and this Agreement is not in conflict with the terms of Sellers' charter or bylaws, or of any material indenture, agreement or undertaking to which Sellers are bound.

3.2 Approvals and Notices. No approval or other action by, or notice to or filing with, any Debtor, any governmental authority or any other entity is required in connection with the transaction contemplated by the Agreement.

3.3 No Violation of Law. Performance of this Agreement by Sellers will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to it.

3.4 Sophistication and Knowledge. Sellers are knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions like the decision involved in the sale of the Accounts, and Sellers have made their own review of the Accounts and understands the terms and conditions of the sale of the Accounts.

3.5 No Brokers or Finders. Sellers represent and warrant that they have not employed any investment banker, broker or finder, in connection with the transaction contemplated by this Agreement, and indemnifies Buyer against any such fee, commission or payment.

3.6 Receivables. With respect to each Account, the Seller is the sole legal and beneficial owner of the Account, and has the power to transfer the Account free and clear of any encumbrance, security interest, lien, charge, conditional sale or claim of any kind; and

3.7 Computer Files. Sellers have used reasonable efforts in accordance with industry standards to create Computer Files which set forth each Account designated in the Agreement, each of which meets the eligibility requirements as of the Closing Date.

3.8. Sellers' Obligation to Accept Reassignment. Sellers hereby represent and warrant to Buyer that, with respect to each Account transferred pursuant to this Agreement, the provisions set forth in Sections 3.8.1 through 3.8.9 below are true and correct as of Closing Date. Buyer shall reassign to Seller within 90 days after the closing date, any Account which Buyer identifies as an Ineligible Account, and Seller shall promptly refund the purchase price of such Ineligible Account to Buyer. Reassignment of Ineligible Accounts will be completed within five (5) days following notice from Buyer, pursuant to an assignment substantially in the form of Exhibit A to this Agreement.

3.8.1 Marketable Title. As of the Closing Date, (i) Seller of the Account has good and marketable title to each Account, free and clear of all liens, encumbrances or other interests, and (ii) the Account represents a legal, valid and binding obligation of the related Debtor, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws

affecting the enforcement of creditors rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

3.8.2 Performance. As of the Closing Date, Seller and any other originator or holder of the Account will have performed all of its obligations with respect to the Account, and after the Closing Date, the holder of the Account will not be required to make any future advances or perform any other contractual obligation with respect to the Account.

3.8.3 Compliance. As of the Closing Date, Seller has complied in all material respects with all applicable laws and regulations relative to its ownership of an Account.

3.8.4 Litigation. There is no action, suit or proceeding with respect to any Account, based upon a condition existing on or before the Closing Date, before a court, administrative agency or arbitrator, except for (i) any litigation described to Buyer prior to the date of this Agreement, which in any event will not adversely affect the value of any Account or result in any liability or expense to Buyer on or after the Closing Date, and (ii) any actions to collect the debt underlying the Account in which the Debtor has not disputed the validity or amount of the Account.

3.8.5 Perfected Sale. On and after the Closing Date, Seller has taken any action required to maintain the full force and effect of the sale and transfer of the Accounts to Seller and to Buyer from Seller.

3.8.6 Accounts. The law applicable to any Account is federal, state or local law of the 50 states or Puerto Rico; as of the time of origination, any security interest securing an Account is intended to be in goods to be used primarily for personal, family or household purposes; and no Account is secured by an interest in real estate.

3.8.7 Bankruptcy. As of the Closing Date, Account Debtor has not filed for Bankruptcy.

3.8.8 Deceased. As of the Closing Date, no Account Debtor is deceased.

3.9 No Other Representation. The Sellers make no other representations or warranties, express or implied, with respect to any of the Accounts other than as specifically set forth in Article 3 above. The Sellers make no representation, with respect to the completeness or accuracy of any Account Documents relating to an Account.

4 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Sellers, as of the date hereof and as of the Closing Date:

4.1 Due Organization and Authorization. Buyer is duly organized, existing and in good standing as under the laws of their State of residence. Buyer's execution, delivery and performance of this Agreement are within Buyer's powers, and have been duly authorized by all necessary action. This Agreement is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except that enforcement thereafter may be limited by bankruptcy, insolvency, reorganizations, moratorium or other similar laws affecting enforcement of creditors' rights generally and by general equity principles, and this Agreement is not in conflict with the terms of Buyer's Certificate of Formation or Operating Agreement, or of any material indenture, agreement or undertaking to which Buyer is bound.

4.2 Approvals and Notices. No approval or other action by, or notice to or filing with, any Debtor, any governmental authority or any other entity is required in connection with the transaction contemplated hereby.

4.3 No Violation of Law. Performance of this Agreement by Buyer will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to it.

4.4 Sophistication and Knowledge. Buyer is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions like the decision involved in the purchase of the Accounts, the Buyer has made its own review of the Accounts, and the Buyer understands the terms and conditions of the sale of the Accounts.

4.5 No Brokers or Finders. Buyer represents and warrants that it has not employed any investment banker, broker or finder in connection with the transaction contemplated by this Agreement, and indemnifies Sellers against any such fee, commission or payment.

4.6 Sale or Transfer to Third Party: Buyer must get written permission from Sellers, which permission will not be unreasonably withheld, prior to selling or transferring any account to a third party. The notice will identify the accounts to be sold or transferred and the name and address of the Third Party. In the event the Buyer transfers or sells Accounts to a third party, Buyer provides assurances to the Sellers that any second or subsequent buyer of Accounts shall agree to comply with all covenants of this Agreement.

4.7 Right to Repurchase Accounts

Sellers shall have the right to repurchase any Account if such Account is subject to recall by the Prior Owner.

Upon written notice to Buyer, Sellers may repurchase any Account described above by repaying to Buyer the Repurchase Price associated with the repurchased Account. Repurchase Price means, for an Account to be repurchased by Sellers, (a) the product of the Purchase Price Percentage multiplied by the Closing Date current balance for the Account less (b) any payments received by Buyer for a repurchased Account after the Closing Date. If the payments received by Buyer for a repurchased Account exceed the Repurchase Price, Buyer shall pay the excess amount to Sellers.

Upon written notice to Buyer, Buyer will deliver to Seller a full accounting of the Account and will immediately cease collecting, releasing or compromising the Account

5. Closing.

5.1 Buyer's Delivery of Purchase Price. At Closing, Buyer shall pay the Purchase Price to Sellers by wire transfer.

5.2 Sellers' Post-Closing Deliveries. Within three (3) days following Closing, Sellers will transfer electronically to Buyer, in a format reasonably requested by Buyer, with respect to each Account, the following information to the extent such information is available to Sellers in its existing databases and/or the bankruptcy information which Sellers have received: (a) Debtor's first and last name; (b) Debtor's address; (c) Debtor's social security number; (d) Debtor's account number; (e) date on which the account was opened; (f) ending balance on account (g) charge off date; and (h) original creditor, all if available.;

5.3 Breach of Representation Prior to Closing. In the event that, before the Closing Date, Buyer discovers that there was a material breach of any of Sellers' representations and warranties, Buyer shall identify such breach to Sellers and provide Sellers ten (10) business days

to cure such breach. Upon such cure, the Sellers shall have no further liability for any such breach and no further obligation to Buyer.

5.4 Notice to Debtor. Sellers authorize Buyer or Buyer's agent to notify a Debtor, Debtor's attorney, a Trustee or the bankruptcy court that the right to collect the Account has been assigned to Buyer, and that any payments thereon should be mailed to Buyer (to the address set forth below). Sellers will notify any credit bureau of the transfer of Accounts, if applicable.

5.5 Direct Payments. All payments received directly by Sellers, with respect to an Account, from any source, on or after the Closing Date, shall be forwarded by Sellers to Buyer within thirty (30) business days of Sellers' receipt. Sellers shall also send Buyer, on or before the 15th day of each month, an electronic summary of all such direct payments, including the Account (Account number, Name and Social Security Number), date received, date forwarded and the amount. In addition, Sellers shall demonstrate to Buyer's reasonable satisfaction that Sellers have blocked their internal systems with respect to each Account sold hereunder to Buyer, so that Sellers will be able to identify all direct payments with respect to such Accounts and forward such direct payments to Buyer, as required in this paragraph.

5.6 Availability of Sellers' Personnel. Sellers shall make available to Buyer and/or Buyer's agent all of Sellers' personnel who have actual knowledge germane to the Accounts, at reasonable times and on reasonable notice, for the purpose of answering any questions Buyer or Buyer's agent may have concerning the Accounts. Sellers shall produce such persons in Sellers' personnel reasonably requested by Buyer or Buyer's agent to be witnesses in any adversary or other proceeding brought by Buyer in any court in connection with any Account.

5.7 "AS-IS": As of the Closing Date, Sellers and any other originator or holder of the accounts will have performed all of its obligations in respect to the accounts. After the Closing Date, Sellers will not be required to make any further advances or perform any other contractual obligations in respect to the Accounts and Sellers will be relieved by Buyer of any and all of their obligations in respect to the Accounts except those stated in this Agreement. The failure of the Sellers to provide Account Documents for any given account will not constitute a breach of this Agreement

5.9 Debt Collection of Accounts. After the Closing Date, Buyer or its agent will at all times comply in all material respects with all applicable laws and regulations including, without limitation, the U.S. Bankruptcy Code, applicable provisions of the Consumer Credit Protection Act, the Fair Credit Reporting Act and the Fair Debt Collection Practices Act. For any Account where the statute of limitation has run, Buyer will not falsely represent that a lawsuit will be filed if the Debtor does not pay.

6. Use of Sellers' Name.

6.1 Sellers' Name. Buyer may reference the name of Sellers or the original creditor for purposes of (i) identifying an Account in communications with the Debtors, in collecting amounts outstanding on the Account, and in conducting litigation or participating in a bankruptcy proceeding with respect to the Account, and (ii) describing the transaction contemplated by this Agreement in connection with sale or transfer of the Account or any interest in the Account. In taking the action authorized by this section, Buyer will not use any Sellers' or original creditor's name in the caption of any proceeding or represent that Buyer is doing so on behalf of Sellers or the original creditor.

6.2 Breach: Buyer and Sellers acknowledge that Buyer's breach of Article 7.1 will result in actual and substantial damages to the Sellers, the amount of which will be difficult to ascertain with precision.

7. Indemnification.

7.1 Indemnification by Sellers. Notwithstanding anything in this Agreement to the contrary, Sellers hereby agree to indemnify, defend and hold harmless the Buyer, its parents and affiliates, and their officers, directors, agents, representatives, and employees from and against any and all liabilities, losses, claims, counterclaims, damages and expenses, including any and all reasonable attorneys' and expert's fees and amounts paid in settlement of claims, arising out of any claims, demands, penalties, fines, taxes, or any other losses incurred by Buyer or Buyer's officers, directors, general and limited partners, members, managers, principals, controlling persons, employees, and agents, as a result of the Sellers' breach of any of the representations, warranties, covenants, agreements or other provisions of this Agreement; (excluding any liability arising solely as a result of the Buyer's actions).

7.2 Indemnification by Buyer. Notwithstanding anything in this Agreement to the contrary, Buyer agrees to indemnify, defend and hold harmless Sellers and Sellers' officers, directors, general and limited partners, members, managers, principals, controlling persons, employees, and agents from and against any and all liabilities, losses, claims, counterclaims, damages and expenses, including reasonable attorneys' fees and amounts paid in settlement of claims, arising out of any claims, demands, penalties, fines, taxes or any other losses incurred by Sellers or Sellers' officers, directors, general and limited partners, members, managers, principals, controlling persons, employees, and agents, as a result of Buyer's breach of any of the warranties, representations, covenants or other provisions of this Agreement, or the Buyer's collection of the receivables acquired by the Buyer, after the Closing Date (excluding any liability arising solely as a result of the Sellers' actions).

7.3 Notice. Promptly after discovery, each party will notify the other of any claim or threatened claim against the other party, or any claim or threatened claim that may affect the other party. Failure to give such notice will not affect any indemnification hereunder except to the extent that such failure adversely affects the indemnifying party. Promptly after discovery, Sellers shall further notify Buyer of any claim or threatened claim that may affect the Receivables, and of any inadvertent breach by Sellers of any of its representation or warranty set forth in this Agreement. All notices hereunder shall be given pursuant to Section 11.1.

7.4 Survival. The provisions of this Section shall survive the Closing of the transaction hereunder.

8. Confidentiality. In addition to the terms and conditions set forth in that certain Confidentiality Agreement between the parties, which terms and conditions are incorporated herein by this reference, this Agreement, the amount of consideration paid for the Receivables, and the nature and terms of this transaction, will remain confidential and will not be disclosed by one party without the prior written consent of the other, except to the extent such disclosure is

required to be made (a) under any applicable court order, law or regulation, (b) to any tax, banking or other regulatory authority or legal or financial advisor of either party, (c) to obtain financing, or in connection with any negotiations for any merger, consolidation or sale of substantially all assets, of either party. This Section 10 shall survive Closing of the transaction hereunder.

The Agreement, the consideration paid for the Accounts, and the nature and terms of the transaction will remain confidential and will not be disclosed by either party without the written consent of the other, except to the extent such disclosure (i) is required to be made under any applicable court order, law or regulation, (ii) is required to be made to any tax, banking or other regulatory authority or legal or financial advisor of either party, (iii) is made in connection with the sale or other transfer of any Account or interest therein by Buyer or its successors or assigns, or (iv) is made to such party's current or prospective lenders or investors, (v) such information is or becomes public without a breach of this Agreement.

In addition, Buyer shall protect and keep confidential, to the extent required by all applicable privacy laws, rules and regulations with respect to information concerning or relating to any Debtor including, without limitation, all "Nonpublic Personal Information," as that term is defined by the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 *et. seq.*, and any regulations promulgated in connection therewith. Buyer must collect, use, and disclose Nonpublic Personal Information only in accordance with the terms of all applicable laws, rules and regulations. Buyer has, and will continue to have for so long as it retains Nonpublic Personal Information, adequate administrative, technical, and physical safeguards to (i) ensure the security and confidentiality of Debtor records and information, (ii) protect against any anticipated threats or hazards to the security or integrity of records and (iii) protect against unauthorized access to or use of records or information.

9. Miscellaneous Provisions:

9.1 Notices. All notices and other communications between the parties will be in writing and will be deemed given when delivered personally or four (4) business days after mailing by registered or certified mail, return receipt requested, to a party at its address set forth below, or to any other address as a party may designate in writing:

To Buyer:

Convergence Receivables, LLC
Attention: Charles L. Litow
P.O. Box 2165
Cedar Rapids, IA 52406
319-362-3000 (Phone)
319-362-3277 (Fax)
charlie@litowlaw.com

To Seller:

Dodeka, L.L.C.
2001 Western Ave., Suite 430
Seattle, Washington 98121
Phone: 206.267.9992
Fax: 206.267.7840

To Seller:

Pharia, L.L.C.
2001 Western Ave., Suite 430
Seattle, Washington 98121
Phone: 206.267.9992
Fax: 206.267.7840

9.2 Expenses. Except as otherwise expressly provided in this Agreement, Buyer and Sellers will each bear its own out-of-pocket expenses, including fees and disbursements of its

attorneys and any other agents or representatives, in connections with the transaction contemplated by this Agreement, including any taxes, transfer and other fees imposed on such party by any federal, state or local government in connection with such transaction.

9.3 Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by both Sellers and Buyer, their successors and assigns.

9.4 Entire Agreement; Amendment. In addition to the terms and conditions set forth in that certain Confidentiality Agreement between the parties, which terms and conditions are incorporated herein by this reference, this Agreement and the materials incorporated herein by reference constitute the entire agreement of the parties. There are no promises or other agreements, oral or written, express or implied, between the parties, their employees, agents or representatives other than those matters specifically set forth in this Agreement. No terms and provisions of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the duly authorized representatives of both parties.

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

9.6 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its conflict of laws provisions. 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 the invalid, illegal or unenforceable provision.

9.7 Waivers. No waiver of any single breach or default will 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.

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

9.9 Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original and shall constitute one and the same Agreement. The parties acknowledge that delivery of executed copies of this Agreement may be affected by facsimile or other comparable means.

9.10 Survival. All representations and warranties in this Agreement including, without limitation, the provisions relating to indemnity and confidentiality will survive the Closing Date.

9.11 Further Assurances. From and after the Closing Date, each party will take such action as the other party may reasonably request to carry out the purposes of this Agreement, including, without limitation, auditing either party upon reasonable notice during normal business hours to determine its compliance with the representations and covenants in this Agreement. The audit will be at the expense of the party requesting the audit unless the audit confirms that the party being audited has materially failed to perform any of its obligations hereunder, in which case the audit will be at the expense of the party being audited.

9.12 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto,

and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

9.13. Waiver of Jury Trial. The parties, after consulting or having had the opportunity to consult with legal counsel, knowingly, voluntarily, and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related transaction, or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Either party shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be waived.

9.14 Dispute Resolution.

9.14.1 The parties agree to attempt to resolve any dispute arising out of or relating to this agreement by good-faith negotiations conducted by authorized representatives of each party. In the event of any disputes, claims or controversies arising out of or relating to this Agreement or the breach hereof (each, a "Claim"), the aggrieved party shall give notice of such Claim to the other party, who shall have thirty (30) days from the receipt of such notice to cure any such Claim.

9.14.2 If the Claim is not timely cured or resolved by negotiation, the parties agree to first endeavor to settle the Claim by mediation held in a mutually agreed upon location. ~~Either party may commence mediation by providing a written request for mediation to the other party setting forth the subject of any Claim including the relief requested.~~ The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

9.14.3 If the Claim remains uncured after mediation, the aggrieved party may, as its sole venue for dispute resolution, file a demand for arbitration of such Claim in accordance with this Section 9.14.3. A Claim, or any controversy regarding the coverage of this arbitration provision, will be resolved by binding arbitration conducted in accordance with the Commercial Arbitration rules of the American Arbitration Association, as such rules shall be in effect on the date of delivery of demand for arbitration, which arbitration will be held in St. Louis, Missouri. Each party shall pay the fees of its own attorneys, the expenses of witnesses and all other expenses connected with the presentation of such party's case, except that the arbitrators may impose all such fees, costs and expenses otherwise payable by the prevailing party on the losing party if they determine that the losing party's position was taken without good faith or solely for the purpose of delay. The costs of the arbitration including the cost of the record of transcripts thereof, if any, administrative fees, and all other fees and costs, shall be divided equally between the parties, except that the arbitrators may impose all such fees, costs and expenses otherwise payable by the prevailing party on the losing party if they determine that the losing party's position was taken without good faith or solely for the purpose of delay. The arbitrators will be empowered to award damages in the amount established by the preponderance of the evidence and in accordance with the terms of this Agreement. The arbitrators will have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The arbitrators also will have the authority to grant any temporary, preliminary or permanent equitable remedy or relief they deem just and equitable.

and within the scope of this Agreement, including, but not limited to, an injunction or order for specific performance. Any award will be final and binding upon the parties and their successors and permitted assigns, without appeal or review. Any party may apply to any court of competent jurisdiction for confirmation and entry of judgment based on the award of the arbitrators.

9.15 Consent to Jurisdiction; Venue and Service of Process. Notwithstanding the foregoing, in the event any dispute hereunder is resolved by litigation, each of the parties hereby knowingly, voluntarily and intentionally; (i) consent to jurisdiction of any court located in the state of Missouri for any dispute or matters whatsoever arising under or in relation to this Agreement ("Litigation") to the exclusion of all other courts; (ii) waives any objection to the venue of any Litigation in such court; (iii) agrees not to commence any Litigation except in such court; (iv) agrees not to seek to remove, by consolidation or otherwise, any Litigation in such court to any other court; and (v) waives personal service of process in connection with any Litigation and consents to service of process by registered or certified mail in accordance with applicable law.

IN WITNESS WHEREOF, this Agreement is made and entered into as of the date first above written.

Convergence Receivables, LLC

Dodeka, LLC

By: _____
[Redacted Signature]

By: _____
[Redacted Signature]

Officer

Pharia, LLC

By: _____
[Redacted Signature]

Officer

Exhibit A

Purchase Receivables

See Excel file titled: MO_US Bank_SaleFile1_12May08

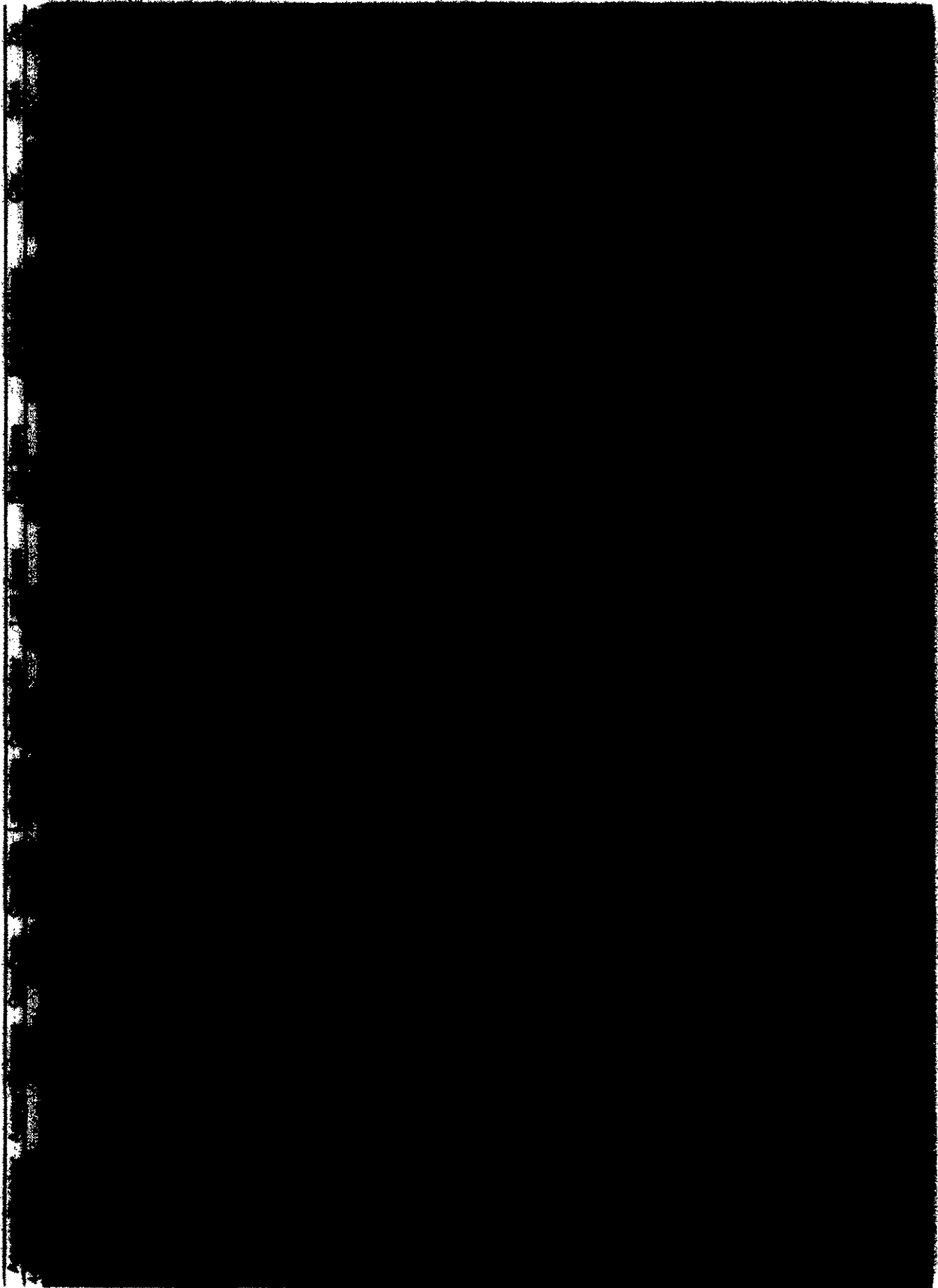


Exhibit B

**ASSIGNMENT OF ACCOUNTS
AND WAIVER OF NOTICE OF TRANSFER OF CLAIMS**

Dodeka, L.L.C. ("Seller"), for value received, transfers, sells, assigns, conveys, grants and delivers to Convergence Receivables, LLC all right, title and interest in and to Seller's Receivables which are described on computer files furnished by Seller to Buyer in connection herewith; and all proceeds of such accounts (each, an "Account") after the close of business on the Closing Date.

This Assignment is subject to the terms of the Confidential Agreement for Sale and Purchase of Receivables dated May 16, 2008 between Seller and Buyer (the Agreement) without representations and warranties of any kind or character except as set forth therein.

DATE: _____

DODEKA, LLC

By: _____
Officer

Exhibit C

ASSIGNMENT OF ACCOUNTS
AND WAIVER OF NOTICE OF TRANSFER OF CLAIMS

Pharia, LLC ("Seller"), for value received, transfers, sells, assigns, conveys, grants and delivers to Convergence Receivables, LLC all right, title and interest in and to Seller's Receivables which are described on computer files furnished by Seller to Buyer in connection herewith; and all proceeds of such accounts (each, an "Account") after the close of business on the Closing Date.

This Assignment is subject to the terms of the Confidential Agreement for Sale and Purchase of Receivables dated May 16, 2008 between Seller and Buyer (the Agreement) without representations and warranties of any kind or character except as set forth therein.

DATE: _____

PHARIA, LLC

By: _____




PHIRYS





PHIRYS

