



May 29, 2007

Dear Direct Lender:

This correspondence is to confirm that Compass Financial Partners LLC ("CFP") remains loan servicer with respect to the portfolio of loans (the "Loans") acquired by affiliates of CFP from the chapter 11 estates of USA Commercial Mortgage Company ("USACM") and its debtor affiliates. CFP continues to undertake every effort on behalf of the Direct Lenders to collect amounts due and owing from the borrowers (the "Borrowers") under the governing Loan documents.

Last week, certain lenders calling themselves the "Lenders Protection Group" (the "LPG") took aggressive and inappropriate actions in an attempt to undermine CFP's ability to continue its collection efforts against the Borrowers on behalf of the Direct Lenders. On May 18, 2007, the LPG directly informed Borrowers to cease making payments on Loans to CFP—an action certain to result in further delay in efforts to collect upon the Loans.

Despite its contentions, the course of action undertaken by the LPG is **not** permitted by the Loan Servicing Agreements, and has resulted in damages to both CFP and all of the Direct Lenders. Such action is in direct violation of the Confirmation Order of the United States Bankruptcy Court for the District of Nevada (the "Court"), entered January 8, 2007, which obligates Direct Lenders to comply with the terms of their Loan Servicing Agreements. Accordingly, on May 25, 2007, CFP filed with the Court the *Emergency Motion of Compass Financial Partners LLC for Order Pursuant to 11 U.S.C. Sections 105 and 1141 Enforcing Confirmation Order and for Civil Contempt Sanctions and Related Documents* (the "Emergency Motion"). A hearing to consider the Emergency Motion is scheduled for May 31, 2007.

Furthermore, you are strongly encouraged not to execute any documents provided to you by the LPG without first consulting your own attorney. Any such documents may impair your ability to collect upon your interest in a Loan, constitute an irrevocable assignment of your interest in a Loan, and/or subject you to servicing fees in addition to those due to CFP which cannot be compromised, subordinated, or waived by any replacement servicer.

CFP will provide you with additional correspondence following the hearing on the Emergency Motion. In the interim, please contact CFP with any questions at info@compassloans.net.

Very truly yours,

Compass Financial Partners LLC