

\$50,000,000

Commercial Equity Partners Ltd.
One, Three and Five Year Secured
Tax Liens & Deeds vested via Debt Purchase Investment

We are offering an aggregate principal amount of up to \$50,000,000 of our renewable secured senior Debt Purchase Investment. We offer the Debt Purchase Investment from time to time with maturities ranging from one year to three years. However, depending on our capital needs, Debt Purchase Investment with certain terms may not always be available; We will establish interest on the Debt Purchase Investment offered in this prospectus from time to time with maturities in interest rates supplement to this prospectus. The Debt Purchase Investment are secured obligations and your right to payment is senior debt in the right of payment to before all of our existing and future unsecured, secured and subordinated indebtedness. Upon maturity, your Debt Purchase Investment will be automatically renewed for the same term as your maturing Debt Purchase Investment and at an interest rate that we are offering at that time to other investors with similar aggregate note portfolios for Debt Purchase Investment of the term, unless we elect not to have your Debt Purchase Investment renewed or unless you notify us within 30 days after the maturity date for your Debt Purchase Investment that you want your Debt Purchase Investment repaid. If Debt Purchase Investment of the same term are not then being offered, the interest rate upon renewal will be the rate specified by us on or before maturity or, if no such rate is specified, the rate of the existing note. The interest rate on your renewed note may differ from the interest rate applicable to your note during the prior term. After giving you thirty days' advanced notice, we may redeem all or a portion of your Debt Purchase Investment for their original principal amount plus accrued and unpaid interest. You also may request us to repurchase your Debt Purchase Investment prior to maturity; however, unless the request is due to your death or total permanent disability, we may, in our sole discretion, decline your request or, if we elect to repurchase your Debt Purchase Investment, we will charge you a penalty of up to six months interest on Debt Purchase Investment with one year's maturity and up to three months of interest on Debt Purchase Investment of three and five years, after the first year and six months interest before the end of the first year.

The Debt Purchase Investment are not certificates of deposit or similar obligations of, and are not guaranteed or insured by, any depository institution, the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation or any other governmental or private fund or entity. Investing in the Debt Purchase Investment involves risks, which are described in "Risk-factors" beginning on page 6 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is completely truthful or complete. Any representation to the contrary is a criminal offense.

	Per note	Total
Offering Price	100.00%	100.00%
Selling Agent Commissions	3.00%	3.00%
Proceeds to CEP, before expense	97.00%	97.00%

The selling agent will not receive the entire 3.0% gross commission on Debt Purchase Investment with terms less than three years unless the Debt Purchase Investment are successively renewed for a term of three years or more. See "Plan of Distribution" for a description of additional compensation payable to the selling agent and its affiliates in connection with services rendered in offering and selling the Debt Purchase Investment.

There will be no underwriting discount.

We will issue the Debt Purchase Investment in book-entry form. Subject to certain limited exceptions, you will receive a Debt Purchase Agreement that evidences your Debt Purchase Investment. Bank of America, Wilmington, Delaware, is where all funds are placed from Debt Purchase Investment until their use for purchasing tax liens or deeds.

The date of this Offering Circular is October 13, 2008

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PROSPECTUS SUMMARY

This summary highlights selected information from this prospectus and may not contain all the information that may be important to you. You should read the entire prospectus and the other information that is incorporated by reference into this prospectus before making an investment decision. Certain industry terms that we use are defined in the glossary, which begins on page 34.

Commercial Equity Partners

We are a specialized commercial real investment company engaged in purchasing multi-family properties, offering commercial bridge loans and the purchase of tax liens and tax deeds in the United States.

We started originating and servicing commercial bridge loan contracts in February 2006 as Oxford Street Capital. Through September 30, 2008, we have purchased approximately \$23,000,000 of commercial bridge loans and \$4,200,000 in tax liens. We purchased the first of one property in 2007, a second one in 2008 and began our tax lien program in 2008.

We originally started in Atlanta, Georgia as a limited partnership and moved our offices to Wilmington, Delaware in late 2007. We were incorporated in Delaware in 2008, our principal executive offices are located at 1000 N West Street, 12th Floor, Wilmington, Delaware 19801, and our telephone number is 302.295.4859

What is a Tax Lien or Tax Deed? In most parts of the country, if a homeowner or commercial property owner fails to pay property taxes, the county will issue a tax lien on that property. The local county government needs that tax revenue to keep providing services to its constituents so it can't wait for payment. To get the revenue, many counties sell the tax lien at auction. In this real estate market it shouldn't be a surprise to you that tax defaults have sky-rocketed, there are more tax liens now than there have been in history. This has greatly increased the opportunities to invest without risk in high-yielding tax lien certificates.

Benefits of CEP Tax Lien Certificates of Deposit:

- No Load Investment - there are not fees for investing
- High Fixed Yield - much higher than banks rates and compounded monthly for a higher APY.
- Invest like the Institutional Investors - Real Estate Tax Lien is included in investment portfolios of major banks and brokerage houses.
- Security - All of our liens are secured by real property. Every property has an assessed value by a local government at 10 to 100 times the amount of the lien. Our liens are backed by the full faith of the local government and state laws that insure the tax lien certificates.
- Fixed Principle - Principal value of investment does not vary unlike stocks and bonds.

The Offering

Issuer

Commercial Equity Partners Ltd.

Bank

Bank of America

Selling and Service Agent

Internal

Paying Agent

Commercial Equity Partners Ltd via Bank of America

Securities Offered

Renewable Secured Senior Debt Purchase Investment. The Debt Purchase Investment represents our secured promise to repay principal at maturity and to accrue interest during the term and pay interest at maturity. By purchase a CD via a Debt Purchase Agreement, you are lending money to us.

Method of Purchase

Prior to your purchase of Debt Purchase Investment, you will be required to complete an application and complete a Debt Purchase Agreement that will set forth the principal amount of your purchase, the term of the Debt Purchase Investment and certain other information regarding your ownership of the Debt Purchase Investment.

Denomination

You may choose the denomination of the Debt Purchase Investment you purchase in any principal amount of \$1,000.00 or more, including odd amounts.

Offering Price

100% of the principal amount per note

Rescission right

You may rescind your investment within five business days of the date of your purchase deposit without incurring an early redemption penalty.

Maturity

You may generally choose maturities for your certificate of one, three or five years; however, depending on our capital requirements, we may not sell Debt Purchase Investment of all maturities at all times.

Interest Rate

The interest rate of the Debt Purchase Investment will be established at the time you purchase them or at the time of renewal, based upon the rates we are offering in our latest interest rate supplement to this prospectus, and will remain fixed throughout each term. We may offer higher rates of interest to investors with larger aggregate note portfolios, as set forth in the then current interest rate supplement.

Interest Payment Dates

Interest will be compounded monthly and paid at the end of the term. If you choose to rollover your CD you may elect to have the interest earned to date paid to you.

Principal payment

We will not pay principal over the terms of the certificate of deposit. We are obligated to pay the entire principal balance of the out-standing Debt Purchase Investment upon maturity.

Payment Method

Principal and interest payments will be made by direct deposit to the account you designate in your application or via check.

Renewal or Redemption at Maturity

Upon maturity, the CD will be automatically renewed for the same term at the interest rate we are offering at that time to other investors with similar aggregate note portfolios for Debt Purchase Investment of the same maturity, unless we notify you prior to the maturity date that we intend to repay the Debt Purchase Investment. You must notify us 30 days before the maturity date that you want your Debt Purchase Investment repaid.

If Debt Purchase Investment with similar terms are not being offered at this time of renewal, the interest rate upon renewal will be:

- (a) the rate specified by us on or before the maturity date or
- (b) if no such rates is specified, the rate of your existing Debt Purchase Investment. The interest rate applicable to your Debt Purchase Investment during the prior term. See “Description of the Debt Purchase Investment—Renewal or Redemption on Maturity.”

Consolidation, Merger or Sale

Upon any consolidation, merger or sale of our company, we will either redeem all of the Debt Purchase Investment or our successor will be required to assume our obligations to pay principal and interest on the Debt Purchase Investment pursuant to the indenture for the Debt Purchase Investment.

Ranking; Secured

The Debt Purchase Investment:

- Are secured by tax liens or tax deeds purchased in various states in the USA and Canada.
- Rank senior to our existing and future company debts, but are equal to all Debt Purchase Investment with Commercial Equity Partners Ltd
- Rank senior to our existing and future unsecured debt, including debt we may incur under our existing and future credit facilities; and

Restrictive Covenants

The indenture governing the Debt Purchase Investment contains limited restrictive covenants. These covenants:

- Require us to maintain a positive net worth, which includes stock holders’ equity and any debt that is subordinated to the Debt Purchase Investment; and
- Prohibit us from paying dividends on our capital if there is an event of default with respect to the Debt Purchase Investment or if payment of the dividend would result in an event of default.

The covenants set forth in the indenture are more fully described under “Description of Debt Purchase Investment—Restrictive Covenants.” These covenants have significant exceptions. We do not plan to issue any debt that is subordinate to the Debt Purchase Investment.

Use of Proceeds

If all the Debt Purchase Investment were sold, with original or aggregate maturities of one year or more, we would expect to receive approximately \$48.5 million of net proceeds from this offering after deducting the selling agent’s commission and estimated offering expenses payable by us. As of September 30, 2008 we have received approximately \$4,870,000 of net proceeds from this offering that commenced on March 1, 2008. The exact amount of net proceeds may vary considerably depending on how long the certificates of deposits are offered and other factor. We intend to use the net proceeds to fund the

purchase of tax liens, tax deeds and for other general corporate purposes, which may include the repayment of other certificate holders and payment of administrative expense.

Book Entry

The Debt Purchase Investment will be issued in book entry only. Expect under limited circumstances, Debt Purchase Agreement or negotiable instruments will evidence the Debt Purchase Investment. See “Description of the Debt Purchase Investment—Book Entry Registration and Transfer”.

RISK FACTORS

The risks described below set forth the material risks associated with the purchase of Debt Purchase Investment and our company. Before you invest the Debt Purchase Investment, you should carefully consider these risks factors, as well as the other information regarding the Debt Purchase Investment and the company contained in this prospectus and in the documents incorporated by reference into this prospectus.

Risk Factors Relating to the Debt Purchase Investment

Because of their characteristics, the Debt Purchase Investment may not be a suitable investment for you.

The Debt Purchase Investment may not be a suitable investment for you, and we advise you to consult your investment, tax and other professional financial advisors prior to purchasing the Debt Purchase Investment. The characteristics of the Debt Purchase Investment, including maturity, interest rate and lack of liquidity, may not satisfy your investment objectives. The Debt Purchase Investment may not be a suitable investment for you based on your ability to withstand a loss of interest or principal or other aspects of your financial situation, including your income, net worth, financial needs, investment risk profile, return objectives, investment experience and other factors. Prior to purchasing any Debt Purchase Investment, you should consider your investment allocation with respect to the amount of your contemplated investment in the Debt Purchase Investment in relation to your other investment holdings and the diversity of those holdings.

Because the Debt Purchase Investment rank senior to substantially all of our existing and future debt and other financial obligations, your Debt Purchase Investment will have priority in payment.

Your right to receive payments on the Debt Purchase Investment is senior to substantially all of our existing indebtedness and future borrowings (including debt of our special purpose entities). Because of the senior provisions of the Debt Purchase Investment, in the event of our bankruptcy, liquidation or dissolution, our assets would be available to make payments to you under the Debt Purchase Investment before all payments had been made on all of our unsecured indebtedness and other obligations that are junior to the Debt Purchase Investment.

Because there will be no trading market for the Debt Purchase Investment and because transfers of the Debt Purchase Investment require our consent, it may be difficult to sell your Debt Purchase Investment.

Your ability to liquidate your investment is limited because of transfer restrictions, the lack of a trading market and the limitation on repurchase requests prior maturity, Your Debt Purchase Investment may not be transferred without our prior written consent. In addition, there will be no trading market for the Debt Purchase Investment. Due to the restrictions on transfer of the Debt Purchase Investment and the lack of a market for the sale of the Debt Purchase Investment, even if we permitted a transfer, you might be unable to sell, pledge or otherwise liquidate your investment. Except in the case of death or total permanent disability, repurchases of the Debt Purchase Investment prior to maturity are subject to our approval and to repurchase penalties of up to two months interest on Debt Purchase Investment with three year maturities and up to six months interest on Debt Purchase Investment with maturities of one year. The total principal amount of Debt Purchase Investment that we would be required to repurchase in any calendar quarter, for any reason, will be limited to the greater of \$1million or 2% of the aggregate principal amount of all Debt Purchase Investment outstanding at the end of the previous quarter. See “Description of the Debt Purchase Investment”.

Because the Debt Purchase Investment will have no sinking fund, security, insurance or guarantee, you may lose all or part of your investment in the Debt Purchase Investment if we do not have enough cash to pay the Debt Purchase Investment.

There is no sinking fund, security, insurance or guarantee of our obligation to make payments on the Debt Purchase Investment. The certificates of deposits are secured by tax liens and tax deeds we hold. We will not contribute funds to a separate account, commonly known as a sinking fund, to make interest or principal payments on the Debt Purchase Investment. The Debt Purchase Investment are not certificates of or similar obligations of, and are not guaranteed or insured by, any depository institution, the Federal Deposit Insurance Corporation, the Securities Investor Protection, or any other governmental

or private fund or entity, Therefore, if you invest in the Debt Purchase Investment, you will have to rely only on our cash flow from operations, the ability of us to collect on the liens and deeds and other sources of funds for repayment of principal at maturity or redemption and for payment of interest when due. If our cash flow from operations, redemption of tax liens and deeds and other sources of funds are not sufficient to pay the Debt Purchase Investment, then you may lose all or part of your investment.

The Debt Purchase Investment will automatically renew unless you request repayment.

Upon maturity, the Debt Purchase Investment will be automatically renewed for the same term as your maturing note and at an interest rate that we are offering at that time to other investors with similar aggregate note portfolios for Debt Purchase Investment of the same term, unless we notify you prior to the maturity date that we intend to repay the Debt Purchase Investment or you notify us 30 days before the maturity date that you want your Debt Purchase Investment repaid. This 30 day period will be automatically extended if you would otherwise be required to make the repayment election at a time when we have determined that a post effective amendment to the registration statement of which this prospectus is a part must be filed with the Securities and Exchange Commission, but such post-effective amendment has not yet been declared effective. If the certificates of deposits with the same term are not then being offered, the interest rate upon renewal will be the rate specified by us on or before the maturity date, or the rate of the existing note if no such rate is specified. The interest rate on your renewed note may be lower than the interest rate of your original note. Any requests for repurchase after your Debt Purchase Investment are renewed will be subject to our approval, which we may generally withhold or deny for any reason, and to repurchase penalties and the limitations on the amount of Debt Purchase Investment we would be willing to repurchase in any calendar quarter.

Our management has broad discretion over the use of proceeds from the offering.

We expect to use the proceeds from the offering to fund the purchase of tax liens, tax deeds and for other general corporate purpose, which may include the payment of general and administrative expenses, Because no specific allocation of the proceeds is required in the indenture, our management will have broad discretion in determining how the proceeds of the offering will be used. See "Use of Proceeds".

Because we may redeem the Debt Purchase Investment at any time prior to their maturity, you may be subject to reinvestment risk.

We have the right to redeem any note at any time prior to its stated maturity upon 30 days written notice to you. The Debt Purchase Investment would be redeemed at 100% of the principal amount plus accrued but unpaid interest up to but not including the redemption date. Any such redemption may have the effect of reducing the income or return on investment that any investor may receive on an investment in the Debt Purchase Investment by reducing the term of the investment. If this occurs, you may not be able to reinvest the proceeds at an interest rate comparable to the rate paid on the Debt Purchase Investment. See "Description of the Debt Purchase Investment- Redemption or Repurchase Prior To Stated Maturity."

Under certain circumstances, you may be required to pay taxes on accrued interest on the Debt Purchase Investment prior to receiving a sufficient amount of cash interest payments.

If you choose to have interest on your note paid at maturity and the term of your note exceeds one year, you may be required to pay taxes on the accrued interest payments to you. But be advised we don't report the interest until we pay the interest. Also as a note we don't report interest for investors outside of the United States. You should consult your Tax advisor to determine your tax obligations.

Risk Factors Relating to Commercial Equity Partners

If we lose rights to the property we own tax liens or tax deeds on our portfolio of tax liens and tax deeds, our ability to pay the Debt Purchase Investment will be impaired.

The loss of our property rights could materially and adversely affect our results of operations, financial condition and cash flows and our ability to make payments on the Debt Purchase Investment. Our results of operations, financial condition and cash flows, and our ability to make interest payments on, or repay, the Debt Purchase Investment, would be materially and adversely affected if any of the following were to occur:

- Property owner proves that the tax collector was at error to place a tax lien (We would regain our principal)
- Internal Revenue Service were to foreclose on the property during the redemption period
- There were environmental issues with the property that made the property useless

If we lose key personnel, our ability to pay the Debt Purchase Investment any is impaired.

Our future operating results depend in significant part upon the continued service of our key senior management personnel, none of who is bound by an employment agreement. Our future operating results also depend in part upon our ability to attract and retain qualified management, technical, sales and support personnel for our operations. Competition for such personnel is intense. We cannot assure you that will be successful in attracting or retaining such personnel. The loss of any key employee, the failure of any key employee to perform in his or her current position or our inability to attract and retain skilled employees, as needed, could materially and adversely affect our results of operations, financial condition and cash flows.

If we fail to comply with regulations, our ability to pay the Debt Purchase Investment may be impaired.

Failure to materially comply with all laws and regulations applicable to us could materially and adversely affect our ability to operate our business and our ability to make payments on the Debt Purchase Investment. Our business is subject to numerous federal and state consumer protection laws and regulations, which, among other things:

- Require us to obtain and maintain certain licenses and qualifications;
- Limit the interest rates, fees and other charges we are allowed to charge;
- Require specific disclosure;
- Define our rights to repossess and sell collateral; and
- Require safeguards designed to protect the security and confidentiality of customer information.

We believe that we are in compliance in all material respects with all such laws and regulations, and that such laws and regulations have had no material adverse effect on our ability to operate our business. However, we may be materially and adversely affected if we fail to comply with:

- Applicable laws and regulations;
- Change in existing laws or regulations;
- Changes in the interpretation of existing laws or regulations; or
- Any additional laws or regulations that may be enacted in the future.

If we experience unfavorable litigation results, our ability to pay the Debt Purchase Investment may be impaired.

Unfavorable outcomes in any of our current or future litigation proceedings could materially and adversely affect our results of operations, financial conditions and cash flows and our ability to make payments on the Debt Purchase Investment. As a lender, we are subject to various consumer claims and litigation seeking damages and statutory penalties based upon, among other things, disclosure in accuracies and wrongful repossession, which could take the form of a plaintiff's class action complaint. We, as the assignee of finance contracts originated by mortgage brokers, or us may also be named as a co-defendant in lawsuits filed by consumers principally against brokers. We are also subject to other litigation common to the commercial real estate industry and business in general. The damages and penalties claimed by consumers and others in these types of matters can be substantial. The relief requested by the plaintiffs varies but includes requests for compensatory, statutory and punitive damages.

While we intend to vigorously defend ourselves against such proceedings, there is a chance that our results of operations, financial condition and cash flows could be materially and adversely affected by unfavorable outcomes, which, in turn, could affect our ability to make interest payments on, or repay, the Debt Purchase Investment.

If we experience problem with our accounting and collection systems, our ability to pay the Debt Purchase Investment may be impaired.

Problem with our in-house loan accounting and collection systems could materially and adversely affect our collections and cash flows and our ability to make payments on the Debt Purchase Investment. Any significant failures or defects with our accounting and collection systems could adversely affect our results of operations, financial conditions and cash flows and our ability to perform our obligations under the Debt Purchase Investment.

FORWARD-LOOKING STATEMENTS

This prospectus contains certain statements of a forward-looking nature relating to future events or our future. These forward-looking statements are based on our current expectations, assumptions, estimates and projections about our industry and us. When used in this prospectus, the word "expects," "believes," "anticipates," "estimates," "intends" and similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to, statements of our plans, strategies and prospects under the captions "Prospectus Summary," "Risk Factors," "Use of Proceeds," and other statements contained elsewhere in this prospectus.

These forward-looking statements are only predictions and are subject to risks and uncertainties that could cause actual events or results to differ materially from those projected. The cautionary statements made in this prospectus should be read as being applicable to all related forward – looking statements wherever they appear in this prospectus. We assume no obligation to update these forward-looking statements publicly for any reason. Actual results could differ materially from those anticipated in these forward – looking statements.

The risk factors discussed above could cause our actual results to differ materially from those expressed in any forward – looking statements.

	Previous Earnings in Relations to Sales		
	<u>Year Ended</u>		
	December 31, 2006	December 31, 2007	September 30, 2008 Nine Months Ending
Income	\$ 121,670	\$1,098,696	\$2,572,998
Expenses	<u>\$ 79,043</u>	<u>\$1,127,428</u>	<u>\$2,319,134</u>
NPBT	\$ 33,627	\$ (28,732)	\$ 253,864

USE OF PROCEEDS

If all of the certificates of deposits are sold with maturities of one to five years we would expect to receive approximately \$48.5 million of net proceeds from this offering after deducting the selling agent commissions and estimated offering expenses payable by us. Although we have no specific plan to allocate the proceeds, the general purpose of the offering is to raise capital to purchase tax liens and tax deeds.

CAPITALIZATION

The following table sets forth our capitalization, as of July 31, 2008. For a description of the application of the net proceeds, assuming all of the Debt Purchase Investment are sold with maturities of two years or more, see “Use of Proceeds” and “Risk Factors- Risk Factors Relating to the Debt Purchase Investment-Our management has broad discretion over the use of proceeds from the offering.”

	As of July 31, 2008
	Actual
LIABILITIES AND SHAREHOLDERS' EQUITY	
Liabilities	
Accounts payable and accrued expenses	\$ 21,666
Debt Purchase Investment payable	\$26,361,100
Securitization trust debt	\$ -0-
Senior secured debt, related party	<u>\$ -0-</u>
Subordinated debt and renewable Debt Purchase Investment	\$26,382,766
Shareholders' Equity	
Partner's Capital Account	<u>\$ 4,028,228</u>
Total capitalization	\$30,410,994

DESCRIPTION OF THE DEBT PURCHASE INVESTMENT

General. The renewable secured senior Debt Purchase Investment we are offering will represent senior, secured debt obligations of CEP.

The Debt Purchase Investment will be senior in right of payment to the prior payment in full of all secured, secured, junior and subordinated debt, and other financial obligations, whether outstanding on the date of the indenture or incurred following the date of the indenture. Subject to limited restrictions contained in the indenture discussed below, there is no limit under the indenture on the amount of additional debt we may incur. See “-Subordination” below.

The certificates of deposits are secured by collateral of property tax liens and we have not establish or maintain a sinking fund to provide for payments on the Debt Purchase Investment. “-No Security; No Sinking Fund” below. In addition, the Debt Purchase Investment are not bank certificates of deposit and are not insured by the Federal Deposit Insurance Corporation the Securities Investor Protection Corporation or any other agency or company.

You may select the amount (subject to a minimum principal amount of \$1,000) and term (ranging from one year or three years or five years) of the Debt Purchase Investment you would like to purchase when you subscribe; depending upon our capital requirements, we may not always offer Debt Purchase Investment with the requested terms. See “_Denomination” and –Term” below

We will determine the rate at which we will pay you interest on the Debt Purchase Investment at time of application and the rate will be fixed for the term of your note. Currently available rates will be set forth in interest rate supplements to this prospectus. The interest rate will vary based on the term to maturity of the note you purchase and the total principal amount of all Debt Purchase Investment owned by you and your immediate family. We may change the interest rates at which we are offering new or renewed Debt Purchase Investment based on market conditions, the demand for Debt Purchase Investment and other factors. See “-Interest Rates” below.

Upon acceptance of your application to purchase Debt Purchase Investment, our New Accounts Department will create will create an account in a book-entry registration and transfer system for you, and credit the principal amount of your CD to your account. Our New Accounts Department will send you a purchase confirmation that will indicate our acceptance of your application. You will have five business days from the deposit date of your purchase confirmation to rescind your purchase confirmation to rescind your CD. If your subscription is rejected by our New Accounts Department, or if you rescind your subscription during the rescission period, all funds deposited will be promptly returned to you without any interest. See “_Book-Entry Registration and Transfer” and “_Rescission Rights” below. Investors whose subscriptions for Debt Purchase Investment have been accepted and anyone who subsequently acquires Debt Purchase Investment in a qualified transfer are referred to as “holders” or “registered holders” in this prospectus and in the indenture.

We may modify or supplement the terms of the Debt Purchase Investment described in this prospectus from time in a supplement to the indenture and a supplement to this prospectus. Except as set forth under “_ Amendment. Supplement And Waiver” below, any modification or amendment will not affect Debt Purchase Investment outstanding at the time of such modification or amendment.

Denomination. You may purchase Debt Purchase Investment in the minimum principal amount of \$1,000 or any amount in excess of \$1,000. You will determine the original principal amount of each note you subscribe. You may not cumulate purchases of multiple Debt Purchase Investment with principal amounts less than \$1,000 to satisfy the minimum denomination requirement.

Term. We may offer Debt Purchase Investment with the following terms to maturity:

- One Year
- Three Years
- Five Years

You will select the term of each CD you purchase when you submit your application and you may to your account at any time. You may purchase multiple Debt Purchase Investment with different terms by filling in investment amounts for more than one term on your subscription agreement. However, we may not always sell Debt Purchase Investment with all of the above terms.

Interest Rate. The rate of interest we will offer to pay you on Debt Purchase Investment at any particular time will vary based upon market conditions, and will be determined by the length of the term of the Debt Purchase Investment, the total principal amount of all Debt Purchase Investment owned by and your immediate family, our capital requirements and other factors described below. The interest rate on a particular note will be determined at the time of application or renewal, and then remain fixed for the original or renewal term of the note. We will establish and may change the interest rates payable for Debt Purchase Investment of various terms and at various investment levels in an interest rate supplement to this prospectus.

The Debt Purchase Investment will earn incrementally higher interest rates when, at the time they are purchased or renewed, the aggregate principal amount of the note portfolios of the holder’s and immediate family is at least \$10,000, \$50,000, or \$100,000. The interest rates payable at each level of investment will be set forth in an interest rate supplement to this prospectus. Immediate family members include parents, children, siblings, grandparents, and grandchildren. Members of sibling families are also considered immediate family members if the holder’s sibling is also a note holder. An investor must identify his or her immediate family members in the subscription agreement in order to use their Debt Purchase Investment to determine the interest rate for such investor’s Debt Purchase Investment.

Interest rates we offer on the Debt Purchase Investment may vary based on numerous factors in addition to length of the term and aggregate principal amount. These factors may include, but are not limited to:

- The desire to attract new investors;
- Whether the Debt Purchase Investment exceed certain principal amounts;
- Whether the Debt Purchase Investment are being renewed by existing holders; and
- Whether persons residing in particular geographic localities beneficially own the Debt Purchase Investment.

Computation of Interest. We will compute interest on Debt Purchase Investment on the basis of a calendar year consisting of 365 days. Interest will compound monthly and accrue from the date of purchase. The date of purchase will be the date we receive and accept funds if the funds are received prior to 12:01 p.m. eastern time on a business day, or the next business day if the funds are received on a non-business day or at after 12:01 p.m. eastern time business day. Our business days are Monday through Friday, except for legal holidays in the State of Delaware.

Interest Payment Dates. Holders of Debt Purchase Investment elect at the time an application agreement completed to have interest paid either at maturity.

Place and Method of Payment. We will pay principal and interest on the Debt Purchase Investment by direct deposit to the account you specify in your application documents or via check.

Book-Entry Registration and Transfer. The certificates of deposits are issued in book entry form, which means that no physical note is created. Evidence of your ownership is provided by written confirmation via a Debt Purchase Agreement. Except under limited circumstances described below, holders will not receive or be entitled to receive any physical delivery of a certificated security or negotiable instrument that evidences their Debt Purchase Investment. The issuance and transfer of Debt Purchase Investment will be accomplished exclusively through the crediting and debiting of the appropriate accounts in our book-entry registration and transfer system. Our servicing agent will maintain the book-entry system.

The holders of the accounts established upon the purchase or transfer of Debt Purchase Investment will be deemed to be the owners of the Debt Purchase Investment under the indenture. The holder of the Debt Purchase Investment must rely upon the procedures established by the trustee to exercise any rights of a holder of Debt Purchase Investment under the indenture. Our servicing agent will regularly provide the trustee with information regarding the establishment of new accounts and the transfer of existing accounts.

Our Investor Relations Department will also regularly provide the trustee with information regarding the total amount of any principal and/or interest due to holders with regard to the Debt Purchase Investment on any interest payment date or upon redemption.

On each interest payment date, the Investor Relations Department will credit interest due on each account and direct payments to the holders. The Investor Relations Department will determine the interest payments to be made to the book-entry accounts and maintain, supervise and review any records relating to book-entry beneficial interests in the Debt Purchase Investment.

Book-entry notations in the accounts evidencing ownership of the Debt Purchase Investment are exchangeable for actual Debt Purchase Investment in principal denominations of \$1,000 and any amount in excess of \$1,000 and fully registered in those names as we direct only if:

- We, at our option, advise the trustee in writing of our election to terminate the book-entry system, or
- After the occurrence of an event of default under the indenture, holders of more than 50% of the aggregate outstanding principal amount of the Debt Purchase Investment advise the trustee in writing that the continuation of a book-entry system is no longer in the best interests of the holders of Debt Purchase Investment and the trustee notifies all registered holders of the occurrence of any such event and the availability of certificated securities that evidence the Debt Purchase Investment.

Subject to the exceptions described above, the book-entry interests in these securities will not be exchangeable for fully registered certificated Debt Purchase Investment.

Rescission Right. A purchaser of Debt Purchase Investment has the right to rescind his or her investment, without penalty, upon written request to our servicing agent within five business days from the postmark date of the purchase confirmation (but not upon transfer or automatic renewal of a note). You will not earn interest on any rescinded note. We will promptly return any funds sent with a subscription agreement that is properly rescinded. A written request for rescission, if personally delivered or delivered via electronic transmission, must be received by our servicing agent on or prior to the fifth

business day following the mailing of written confirmation by us of the acceptance of your subscription. If mailed, the written request for rescission must be postmarked on or before the fifth business day following the mailing of such written confirmation by us.

In addition, if your Debt Purchase Agreement is accepted by our Investor Relations Department at a time when we have determined that a post-effective amendment to the registration statement of which this prospectus is a part must be effective, our servicing agent will send to you at your registered address a notice and a copy of the post-effective amendment once it has been declared effective. You will have the right to rescind your investment upon written request to our Investor Relations Department within five business days from the postmark date of the notice that the post-effective amendment has been declared effective. We will return any funds sent with a Debt Purchase Agreement that is properly rescinded without penalty, although any interest previously paid on the Debt Purchase Investment being rescinded will be deducted from the funds returned to you upon rescission. A written request for rescission, if personally delivered or delivered via electronic transmission, must be received by our Investor Relations Department on or prior to the fifth business day following the mailing of the notice that the post-effective amendment has been declared effective. If mailed, the written request for rescission must be postmarked on or before the fifth business day following the mailing of such notice.

The limitations on the amount of Debt Purchase Investment that can be redeemed early in a single calendar quarter described under “-Redemption or Repurchase Prior to Stated Maturity” below do not affect your rescission rights.

Right to Reject Application. Our New Accounts Department may reject any subscription for Debt Purchase Investment in its sole discretion. If a subscription for Debt Purchase Investment is rejected, we will promptly return any funds sent with that subscription, without interest.

Renewal or Redemption On Maturity. Approximately 60, but not less than 45 days prior to maturity of your note, our Investor Relations Department will send you a notice at your registered address indicating that your note is about to mature and whether we will allow automatic renewal of your note. If we allow you to renew your note, our Investor Relations Department will also send you a current interest rate supplement and, if the prospectus has changed since the delivery of this prospectus in connection with your original application or any prior renewal, a current prospectus or prospectus supplement. The interest rate supplement will set forth the interest rates then in effect. The notice will recommend that you review the prospectus and any prospectus supplement, along with the interest rate supplement, prior to exercising one of the below options. If we do not send you a new prospectus because the prospectus has not changed since the delivery of this prospectus in connection with your original subscription or any prior renewal, we will send you a new prospectus upon your request. Unless the election period is extended as described below, you will have until 30 days before the maturity date to exercise one of the following options:

- You can do nothing, in which case your note will automatically renew for a new term equal to the original term at the interest rate in effect at the time of renewal. If your note pays interest only at maturity, all accrued interest will be added to the principal amount of your note upon renewal. For Debt Purchase Investment with other payment options, interest will be paid on the renewed note on the same schedule as the original note.
- You can elect repayment of your note, in which case the principal amount will be repaid in full along with any accrued but unpaid interest. If you choose this option, your note will not earn interest on or after the maturity date.
- You can elect repayment of your note and use all or part of the proceeds to purchase a new note with a different term or principal amount. To exercise this option, you will need to complete a subscription agreement for the new note and mail it along with your request to our servicing agent. The issue date of the new note will be the maturity date of the old note. Any proceeds from the old note that are not applied to the new note will be sent to you.
- If your note pays interest only at maturity, you can receive the accrued interest that you have earned during the note term just ended while allowing the principal amount of your note to roll over and renew for the same term at the interest rate than in effect. To exercise this option, you will need to call, fax or send written request to our servicing agent.

The foregoing options will be available to holders until termination or redemption under the indenture and the Debt Purchase Investment by either the holder or us. Interest will accrue from the first day of each renewed term. Each renewed note will retain all its original provisions, including provisions relating to payment, except that the interest rate payable during any renewal term will be the interest rate that is being offered at that time to other holders with similar aggregate note portfolios for Debt Purchase Investment of the same term as set forth in the interest rate supplement delivered with the maturity notice. If similar Debt Purchase Investment are not then being offered, the interest rate upon renewal will be the rate specified by us on or before the maturity date, or the rate of the existing note if no such rate is specified.

If we notify the holder of our intention to repay a note at maturity, we will pay the holder the principal amount and any accrued but unpaid interest on the stated maturity date. Similarly, if within 15 days after a note’s stated maturity date (or during

any applicable extension of the 15 day period, as described below), the holder requests repayment with respect to a note, we will pay the holder the principal amount of the note plus accrued but unpaid interest up to, but not including, the note's stated maturity date. In the event that a holder's regularly scheduled interest payment date falls after the maturity date of the note but before the date on which the holder requests repayment, the holder may receive interest payments that include interest for periods after the maturity date of the note. If this occurs, the excess interest will be deducted from our final payment of the principal amount of the note to the holder. We will initiate payment to any holder timely requesting repayment by the later of the maturity date or five business days after the date on which we receive such a notice from the holder. Because payment is made by ACH transfer, funds may not be received in the holder's account for 2 to 3 business days. Requests for repayment should be made to our servicing agent in writing.

We will be required from time to time to file post-effective amendments to the registration statement of which this prospectus is a part to update the information it contains. If you would otherwise be required to elect to have your Debt Purchase Investment renewed or repaid following their stated maturity at a time when we have determined that a post-effective amendment must be filed with the Securities and Exchange Commission, but such post-effective amendment has not yet been declared effective, the period during which you can elect renewal or repayment will be automatically extended until ten days following the postmark date of a notice that will be sent to you at your registered address by the servicing agent that the post-effective amendment has been declared effective. In the event that a holder's regularly scheduled interest payment date falls after the maturity date of the note but before the date on which the holder requests repayment, the holder may receive an interest payment that includes interest for periods after the maturity date of the note. If this occurs, the excess interest will be deducted from our final payment of the principal amount of the note to the holder. All other provisions relating to the renewal or redemption of Debt Purchase Investment upon their stated maturity described above shall remain unchanged.

Redemption or Repurchase Prior To Stated Maturity. The Debt Purchase Investment may be redeemed prior to stated maturity only as set forth in the indenture and described below. The holder has no right to require us to prepay or repurchase any note prior to its maturity date as originally stated or as it may be extended, except as indicated in the indenture and described below.

Redemption By Us. We have the right to redeem any note at any time prior to its stated maturity upon 30 days written notice to the holder of the note. The holder of the note being redeemed will be paid a redemption price equal to the outstanding principal amount thereof plus but accrued and unpaid interest up to but not including the date of the redemption without any penalty or premium. We may use any criteria we choose to determine which Debt Purchase Investment we will redeem if we choose to do so. We are not required to redeem Debt Purchase Investment on a pro rata basis.

Repurchase Election Upon Death Or Total Permanent Disability. Debt Purchase Investment may be repurchased prior to maturity, in whole and not in part, at the election of the holder who is a natural person (including Debt Purchase Investment held in an individual retirement account), by giving us written notice within 45 days following the holder's total permanent disability, as established to our satisfaction, or at the election of the holder's estate, by giving written notice within 45 days following his or her death. Subject to the limitations described below, we will repurchase the Debt Purchase Investment within 10 days after the later to occur of the request for repurchase or the establishment to our satisfaction of the holder's death or total permanent disability. The repurchase price, in the event of such a death or total permanent disability, will be the principal amount of the Debt Purchase Investment, plus interest accrued and not previously paid up to but not including the date of repurchase. If spouses are joint registered holders of a note, the right to elect to have us repurchase will apply when either registered holder dies or suffers a total permanent disability. If two or more persons who are not legally married hold the note jointly, none of these persons will have the right to request that we repurchase the Debt Purchase Investment unless all joint holders have either died or suffered a total permanent disability. If a person who is not a natural person such as a trust holds the note, partnership, corporation or other similar entity, the right to request repurchases upon death or total permanent disability does not apply.

Repurchase At Request Of Holder. In addition to the right to elect repurchase upon death or total permanent disability, a holder may request that we repurchase one or more of the holders' Debt Purchase Investment prior to maturity, in whole and not in part, at any time by giving us written notice. Subject to approval, at our sole discretion, and the limitations described below, we will repurchase the holder's note(s) specified in the notice within 10 days of receipt of the notice. The repurchase price, in the event we elect to repurchase the Debt Purchase Investment, will be the principal amount of the note, plus interest accrued and not previously paid (up to but not including the date of repurchase), minus a repurchase penalty. The early repurchase penalty for a note with a three-month maturity is the interest accrued on such note up to the date of repurchase, not to exceed three months of simple interest at the existing rate. The early repurchase penalty for a note with a maturity of six months or longer is the interest accrued on such note up to the date of repurchase, not to exceed six months of simple interest at the existing rate. The penalty for early repurchase may be waived or reduced at the limited discretion of our servicing agent.

Limitations on Requirements to Repurchase. Our obligation to repurchase Debt Purchase Investment prior to maturity for any reason will be subject to a calendar quarter limit equal to the greater of \$1 million of aggregate principal amount for all holders or 2% of the total principal amount of all Debt Purchase Investment outstanding at the end of the previous calendar quarter. This limit includes any Debt Purchase Investment we repurchase upon death of total permanent disability of the holder and any Debt Purchase Investment that we repurchase pursuant to the holders' right to elect repurchase. Repurchase requests will be honored in the order in which they are received, to the extent possible, and any repurchase request not honored in a calendar quarter are also subject to the same calendar quarter limitation. For purposes of determining the order in which repurchase requests are received, a repurchase request will be deemed made on the later of the date on which it is received by us or, if applicable, the date on which the death or total permanent disability is established to our reasonable satisfaction.

Modifications to Repurchase Policy. We may modify the policies on repurchase in the future. No modification will affect the right of repurchase applicable to any note outstanding at the time of any such modification.

Transfers. The certificates of deposits are not negotiable debt instruments and, subject to certain exceptions, will be issued only in book-entry form. The purchase confirmation issued upon our acceptance of an application is not a certificated security or negotiable instrument, and no rights of record ownership can be transferred without our prior written consent. Ownership of Debt Purchase Investment may be transferred on the servicing agent's register only as follows:

- The holder must deliver written notice requesting a transfer to our servicing agent signed by the holder(s) or such holder's duly authorized representative on a form to be supplied by our Investor Relations Department.
- We must provide our written consent to the proposed transfer.
- Investor Relations Department may require a legal opinion from counsel satisfactory to the servicing agent that the proposed transfer will not violate any applicable securities laws.
- Investor Relations Department may require a signature guarantee in connection with such transfer.

Upon transfer of a note, our servicing agent will provide the new holder of the note with a purchase confirmation that will evidence the transfer of the account on our servicing agent's records. Our servicing agent or we may charge a reasonable service charge in connection with the transfer of any note.

Quarterly Statements. Our Investor Relations Department will provide holders of the Debt Purchase Investment with quarterly statements, which will indicate, among other things, our financial condition via Financial Statements. These statements will be mailed not later than the 10th business day following the end of each calendar quarter.

Online Account. Every account holder will have access to their account information online, which will reflect their current account balance, rate of interest, email to link to his or her Account Manager. This information is updated on a monthly basis.

Senior Position of Principal. The indebtedness evidenced by the Debt Purchase Investment, is senior in right of payment to all of our junior debt, including indebtedness held by our subsidiaries that are special purpose entities.

The indenture does not prevent holders of senior debt from disposing of, or exercising any other rights with respect to, any or all of the collateral securing the senior debt.

Except for certain limited restrictions, the terms of the Debt Purchase Investment or the indenture do not impose any limitation on the amount of senior debt or other indebtedness we may incur, although our existing senior debt agreements may restrict us from incurring new senior debt. See "Risk Factors – Risk Factors Relating to the Debt Purchase Investment – Because the Debt Purchase Investment rank junior to substantially all of our existing and future debt and other financial obligations, your Debt Purchase Investment will lack priority in payment."

The Debt Purchase Investment are not guaranteed by any of our subsidiaries, affiliates or control persons. Accordingly, in the event of a liquidation or dissolution of one of our subsidiaries, creditors of that subsidiary will be paid in full, or provision for such payment will be made, from the assets of that subsidiary prior to distributing any remaining assets to us as a shareholder of that subsidiary. Therefore, in the event of liquidation or dissolution of a subsidiary, no assets of that subsidiary may be used to make payment to the holders of the Debt Purchase Investment until the creditors of that subsidiary are paid in full from the assets of that subsidiary.

In the event of any liquidation, dissolution or any other winding up of us, or of any receivership, insolvency, bankruptcy, readjustment, reorganization or similar proceeding under the U.S. Bankruptcy Code or any other applicable federal or state law relating to bankruptcy or insolvency, or during the continuation of any even of default on the senior debt, no payment may be made on the Debt Purchase Investment until all senior debt has been paid in full or provision for such payment has been made to the satisfaction of the senior debt holders. If any of the above events occurs, holders of senior debt may also submit claims on behalf of holders of the Debt Purchase Investment and retain the proceeds for their own benefit until they have been

fully paid, and any excess will be turned over to the holders of the Debt Purchase Investment. If distribution is nonetheless made to holders of the Debt Purchase Investment, the money or property distributed to them must be paid over to the holders of the senior debt to the extent necessary to pay senior debt in full.

No Sinking Fund. The certificates of deposits are secured. But we will not contribute funds to any separate account, commonly known as a sinking fund, to repay principal or interest due on the Debt Purchase Investment upon maturity or default. See “Risk Factors – Risk Factor Relating to the Debt Purchase Investment – Because the Debt Purchase Investment will have no sinking fund, security, insurance or guarantee, you may lose all or a part of your investment in the Debt Purchase Investment if we do not have enough cash to pay the Debt Purchase Investment.”

Restrictive Covenants. The indenture contains certain limited restricted covenants that require us to maintain certain financial standards and restrict us from certain actions as set forth below.

The indenture provides that, so long as the Debt Purchase Investment are outstanding:

- We will maintain a positive net worth, which includes stockholder’s equity and any of our debt that is subordinate to the Debt Purchase Investment; and
- We will not declare or pay any dividends or other payments of cash or other property solely in respect of our capital stock to our stockholders (other than a dividend paid in shares of our capital stock on a pro rata basis to all our stockholders) unless no default and no event of default with respect to the Debt Purchase Investment exists or would exist immediately following the declaration or payment of the dividend or other payment.

See “Risk Factors – Risk Factors Relating to the Debt Purchase Investment – Because there are limited restrictions on our activities under the Indenture, you will have only limited protection under the indenture.”

Consolidation, Merger or Sale. The indenture generally permits a consolidation or merger between us and another entity. It also permits the sale or transfer by us of all or substantially all of our property and assets. These transactions are permitted if:

- The resulting or acquiring entity, if other than us, is a United States corporation, limited liability company or limited partnership and assumes all of our responsibilities and liabilities under the indenture, including the payment of all amounts due on the Debt Purchase Investment and performance of the covenants in the indenture; and
- Immediately after the transaction, and giving effect to the transaction, no event of default under the indenture exists.

If we consolidate or merge with or into any other entity or sell or lease all or substantially all of our assets, according to the terms and conditions of the indenture, the resulting or acquiring entity will be substituted for us in the indenture with the same effect as if it had been an original party to the indenture. As a result, the successor entity may exercise our rights and powers under the indenture, in our name and we will be released from all our liabilities and obligations under the indenture and under the Debt Purchase Investment.

Event Of Default. The indenture provides that each of the following constitutes an event of default:

- Failure to pay interest on a note within 15 days after the due date for such payment (whether or not prohibited by the subordination provisions of the indenture);
- Failure to pay principal on a note within 15 days after the due date for such payment (whether or not prohibited by the subordination provisions of the indenture);
- Our failure to observe or perform any material covenant, condition or agreement or our breach of any material representation or warranty, but only after we have been given notice of such failure or breach and such failure or breach is not cured within 60 days after our receipt of notice;
- Defaults in certain of our other payment obligations that result in such payment obligations becoming or being declared immediately due and payable and such declaration is not rescinded or annulled within 60 days after our receipt of notice of such declaration; and
- Certain events of bankruptcy or insolvency with respect to us.

If any event of default occurs and is continuing (other than an event of default involving certain events of bankruptcy or insolvency with respect to us), the trustee or the holders of at least a majority in principal amount of the then outstanding Debt Purchase Investment may by notice to us declare the unpaid principal of and any accrued interest on the Debt Purchase Investment to be due and payable immediately. So long as any senior debt is outstanding, however, and a payment blockage on the Debt Purchase Investment is in effect, a declaration of this kind will not be effective, and neither the trustee nor the holders of Debt Purchase Investment may enforce the indenture or the Debt Purchase Investment, except as otherwise set forth above in “-Subordination”. In the event senior debt is outstanding and no payment blockage on the Debt Purchase Investment is in effect, a declaration of this kind will not become effective until the later of:

- The day which is five business days after the receipt by us and the holders of senior debt of such written notice of acceleration; or
- The date of acceleration of any senior debt.

In the case of an event of default arising from certain events of bankruptcy or insolvency, with respect to us, all outstanding Debt Purchase Investment will become due and payable without further action or notice.

Holders of the Debt Purchase Investment may not enforce the indenture or the Debt Purchase Investment except as provided in the indenture. Subject to certain limitations, holders of a majority in principal amount of the then outstanding Debt Purchase Investment may direct the trustee in its exercise of any trust power. The trustee may withhold from holders of the Debt Purchase Investment notice of any continuing default or event of default (except a default or event of default relating to the payment of principal or interest on the Debt Purchase Investment) if the trustee in good faith determines that withholding notice would have no material adverse effect on the holders.

The holders of a majority in aggregate principal amount of the Debt Purchase Investment then outstanding by notice to the trustee may, on behalf of the holders of all of the Debt Purchase Investment, waive any existing default or event of default and its consequences under the indenture, except:

- A continuing default or event of default in the payment of interest on, or the principal of, a note held by a non-consenting holder; or
- A waiver that would conflict with any judgment or decree.

We are required to deliver to the trustee within 120 days of the end of our fiscal year a certificate regarding compliance with the indenture, and we are required, upon becoming aware of any default or event of default, to deliver to the trustee a certificate specifying such default or event of default and what action we are taking or purpose to take with respect to the default or event of default.

Amendment, Supplement and Waiver. Except as provided in this prospectus or the indenture, the terms of the indenture or the Debt Purchase Investment then outstanding may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the Debt Purchase Investment then outstanding, and any existing default or compliance with any provision of the indenture or the Debt Purchase Investment may be waived with the consent of the holders of a majority in principal amount of the then outstanding Debt Purchase Investment.

Notwithstanding the foregoing, an amendment or waiver will not be effective with respect to the Debt Purchase Investment held by a holder who has not consented if it has any of the following consequences:

- Reduces the aggregate principal amount of Debt Purchase Investment whose holders must consent to an amendment, supplement or waiver;
- Reduces the principal of or changes the fixed maturity of any note or alters the repurchase or redemption provisions or the price at which we shall offer to repurchase or redeem the note;
- Reduces the rate of or changes the time for payment of interest, including default interest, on any note;
- Waives a default or event of default in the payment of principal or interest on the Debt Purchase Investment, except a rescission of acceleration of the Debt Purchase Investment by the holders of at least a majority in aggregate principal amount of the then outstanding Debt Purchase Investment and a waiver of the payment default that resulted from such acceleration;
- Makes any note payable in money other than that stated in this prospectus;
- Makes any change in the provisions of the indenture relating to waivers of past defaults or the rights of holders of Debt Purchase Investment to receive payments of principal of or interest on the Debt Purchase Investment;
- makes any change to the subordination provisions of the indenture that has a material adverse effect on holders of Debt Purchase Investment;
- modifies or eliminates the right of the estate of a holder or a holder to cause us to repurchase a note upon the death or total permanent disability of a holder; or
- makes any change in the foregoing amendment and waiver provisions.

Notwithstanding the foregoing, without the consent of any holder of the Debt Purchase Investment, the trustee and we may amend or supplement the indenture or the Debt Purchase Investment:

- to cure any ambiguity, defect or inconsistency;
- to provide for assumption of our obligations to holders of the Debt Purchase Investment in the case of a merger, consolidation or sale of all or substantially all of our assets;
- to provide for additional uncertificated or certificated Debt Purchase Investment;

- to make any change that does not adversely affect the legal rights under the indenture of any such holder, including but not limited to an increase in the aggregate dollar amount of Debt Purchase Investment which may be outstanding under the indenture;
- to modify our policy regarding purchases elected by a holder of Debt Purchase Investment prior to maturity and our policy regarding repurchase of the Debt Purchase Investment prior to maturity upon the death or total permanent disability of any holder of the Debt Purchase Investment, but such modifications shall not materially adversely affect any then outstanding Debt Purchase Investment; or
- to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act.

No Personal Liability of Our of Our Servicing Agent’s Directors, Officers, Employees and Stockholders. No director, officer, employee, incorporator or stockholder of ours or our servicing agent, will have any liability for any of our obligations under the Debt Purchase Investment, the indenture or for any claim based on, in respect to, or by reason of, these obligations or their creation. Each holder of the Debt Purchase Investment waives and releases these persons from any liability, including any liability arising under applicable securities laws. The waiver and release are part of the consideration for issuance of the Debt Purchase Investment. We have been advised that the waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Service Charges. Our servicing agent and we may assess service charges for changing the registration of any note to reflect a change in name of the holder, multiple changes in interest payment dates or transfers (whether by operation of law or otherwise) of a note by the holder to another person.

Additional Securities. We may offer additional classes of securities with terms and conditions different from the Debt Purchase Investment currently being offered in this prospectus. We will amend or supplement this prospectus if and when we decide to offer to the public any additional class of security under this prospectus. If we sell the entire principal amount of Debt Purchase Investment offered in this prospectus, we may register and sell additional Debt Purchase Investment by amending this prospectus, but we are under no obligation to do so.

Variations By State. We may offer different securities and vary the terms and conditions of the offer (including, but not limited to, different interest rates and service charges for all Debt Purchase Investment) depending upon the state where the purchaser resides.

Interest Withholding. We will withhold 28% (which rate is scheduled to increase to 31% for payments made after December 31, 2010) of any interest paid to any investor who has not provided us with a social security number, employer identification number, or other satisfactory equivalent in the subscription agreement (or another document) or where the Internal Revenue Service has notified us that backup withholding is otherwise required. Please read “Material Federal Income Tax Consequences – Reporting and Backup Withholding.”

Liquidity. There is not currently a trading market for the Debt Purchase Investment, and we do not expect that a trading market for the Debt Purchase Investment will develop.

Satisfaction and Discharge of Indenture. The indenture shall cease to be of further effect upon the payment in full of all of the outstanding Debt Purchase Investment and the delivery of an officer’s certificate to the trustee stating that we do not intend to issue additional Debt Purchase Investment under the indenture or, with certain limitations, upon deposit with the trustee of funds sufficient for the payment in full of all of the outstanding Debt Purchase Investment.

Reports. We currently publish annual reports containing financial statements and quarterly reports containing financial information for the first three quarters of each fiscal year. We will send copies of these reports, at no charge, to any holder of Debt Purchase Investment who sends a written request to:

Commercial Equity Partners, Ltd
 1000 N West Street, 12th Floor
 Wilmington, DE 19801
 Attention: Corporate Secretary

MATERIAL FEDERAL INCOME TAX CONSEQUENCES

The following discussion is our counsel’s opinion of the material federal income tax consequences relating to the ownership and disposition of the Debt Purchase Investment. The discussion is based upon the current provisions of the Internal Revenue Code of 1986, as amended, regulations issued under the Internal Revenue Code and judicial or ruling authority, all of

which are subject to change that may be applied retroactively. The discussion assumes that the Debt Purchase Investment are held as capital assets and does not subject to special rules such as banks, tax-exempt organizations, insurance companies, dealers in securities or currencies, persons that will hold Debt Purchase Investment as a position in a hedging, straddle or conversion transactions, or persons that have a functional currency other than the U. S. dollar. If a partnership holds Debt Purchase Investment, the tax treatment of a partner will generally depend on the status of the partner and on the activities of the partnership. In addition, it does not deal with holders other than original purchasers. You are urged to consult your own tax advisor to determine the specific federal, state, local and any other tax consequences applicable to you relating to your ownership and disposition of the Debt Purchase Investment.

Interest Income on the Debt Purchase Investment

Subject to the discussion below applicable to “non-U.S. holders,” interest paid on the Debt Purchase Investment will generally be taxable to you as ordinary income as the income is paid if you are a cash method taxpayer or as the income accrues if you are an accrual method taxpayer.

However, a note with a term of one year or less, which we refer to in this discussion as a “short-term note,” will be treated as having been issued with original issue discount or “OID” for tax purposes equal to the total payments on the note over its issue price. If you are a cash method holder of a short-term note you are not required to include this OID as income currently unless you elect to do so. Cash method holders who make that election and accrual method holders of short-term Debt Purchase Investment are generally required to recognize the OID in income currently as it accrues on a straight-line basis unless the holder elects to accrue the OID under a constant yield method. Under a constant yield method, you generally would be required to include in income increasingly greater amounts of OID in successive accrual periods.

Cash method holders of short-term Debt Purchase Investment who do not include OID in income currently will generally be taxed on stated interest at the time it is received and will treat any gain realized on the disposition of a short-term note as ordinary income to the extent of the accrued OID generally reduced by any prior payments of interest. In addition, these cash method holders will be required to defer deductions for certain interest paid on indebtedness related to purchasing or carrying the short-term Debt Purchase Investment until the OID is included in the holder’s income.

There are also some situations in which a cash basis holder of a note having a term of more than one year may have taxable interest income with respect to a note before any cash payment is received with respect to the note. If you report income on the cash method and you hold a note with a term longer than one year that pays interest only at maturity, you generally will be required to include OID accrued during the original term (without regard to renewals) as ordinary gross income as the OID accrues. OID accrues under a constant yield method, as described above.

Treatment of Dispositions of Debt Purchase Investment

Upon the sale, exchange, retirement or other taxable disposition of a note, you will recognize gain or loss in an amount equal to the difference between the amount realized on the disposition and your adjusted tax basis in the note. Your adjusted tax basis of a note generally will equal your original cost for the note, increased by any accrued but unpaid interest (including OID) you previously included in income with respect to the note and reduced by any principal payments you previously received with respect to the note. Any gain or loss will be capital gain or loss, except for gain representing accrued interest not previously included in your income. This capital gain or loss will be long-term or short-term capital gain or loss, depending on whether the note had been held for more than one year or for one year or less.

Non-U.S. Holders

Generally, if you are a nonresident alien individual or a non-U.S. corporation and do not hold the note in connection with a United States trade or business, interest paid and OID accrued on the Debt Purchase Investment will be treated as “portfolio interest” and therefore will be exempt from a 30% United States withholding tax. In that case, you will be entitled to receive interest payments on the Debt Purchase Investment free of United States federal income tax provided that you periodically provide a statement on applicable IRS forms certifying under penalty of perjury that you are not a United States person and provide your name and address. In addition, in that case you will not be subject to United States federal income tax on gain from the disposition of a note unless you are an individual who is present in the United States for 183 days or more during the taxable year in which the disposition takes place and certain other requirements are met. Interest paid and accrued OID paid to a non-U.S. person are not subject to withholding if they are effectively connected with a United States trade or business conducted by that person and we are provided a properly executed IRS Form W-8ECI. Those non-U.S. persons will, however, generally be subject to the regular United States income tax.

Reporting and Back Withholding

We will report annually to the Internal Revenue Service and to holders of record that are not excepted from the reporting requirements any information that may be required with respect to interest or OID on the Debt Purchase Investment.

Under certain circumstances, as a holder of a note, you may be subject to “backup withholding” at a 28% rate. After December 31, 2010, the backup-withholding rate is scheduled to increase to 31%. Backup withholding may apply to you if you are a United States person and, among other circumstances, you fail to furnish on IRS Form W-9 or a substitute Form W-9 your Social Security number or other taxpayer identification number to us with the statement necessary to establish an exemption from federal income and withholding tax on interest on the note. Backup withholding, however, does not apply to payments on a note made to certain exempt recipients, such as corporations and tax-exempt organizations, and to certain non-U.S. persons. Backup withholding is not an additional tax and may be refunded or credited against your United States federal income tax liability, provided that you furnish certain required information.

This federal tax discussion is included for general information only and may not be applicable depending upon your particular situation. You are urged to consult your own tax advisor with respect to the specific tax consequences to you of the ownership and disposition of the Debt Purchase Investment, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in federal or other tax laws.

WHERE YOU CAN FIND MORE INFORMATION

We are a member of the Delaware State Chamber of Commerce, our business has been verified by Network Solutions and you may go to our website and click on the link that has the Site Safe Logo. In addition, we are registered with Dunn & Bradstreet and they verify information on our company and credit standing. Our DUNS number is 827637575.

We have also filed a registration statement under the Securities Act with the SEC with respect to Regulation D allowing us to raise additional capital through new shareholders.

This prospectus has not been filed as part of that registration statement. This prospectus does not contain all of the information set forth in the information set forth in the registration statement because parts of the registration statement are omitted in accordance with the rules and regulations of the SEC.

LEGAL MATTERS

Our legal firm is the Law Offices of Eh Sayles in Washington DC.

EXPERTS

The consolidated financial statements of Commercial Equity Partners, Ltd as of and for the two years ended December 31, 2006 and 2007 have been incorporated by reference herein in reliance upon the report of SouthPace Accounting, independent public accountants, incorporated by reference herein, and upon the authority of said firms as experts in accounting and auditing.

We are in the process for 2008 of retaining new accounting services from a firm in Wilmington, DE or the United Kingdom, this decision has not be made by our board at this time.

GLOSSARY

ASSET-BACKED SECURITIES – Securities that are backed by financial assets, such as real estate, tax liens, tax deeds.

Credit enhancement – Credit enhancement refers to a mechanism is intended to protect the holder of the asset-backed securities against losses due to default by the obligors under the contracts.

Excess spread cash flows – The difference between the cash collected from contracts in a securitization or warehouse credit facility in any period and the sum of (i) the interest and principal paid to interest and principal paid to investors on the indebtedness issued in connection with the securitization or warehouse credit facility, (ii) the costs of servicing the contracts and (iii) certain other costs incurred in connection with completing and maintaining the securitization or warehousing.

Over collateralization - With respect to a securitization or warehouse credit facility, the excess of (a) the aggregate principal balance of the securitized or warehoused pool of motor vehicle contracts over (b) the aggregate outstanding principal amount of the related indebtedness.

Securitization or securitized – The process through which contracts and other receivables are accumulated or pooled and sold to a trust which issues securities representing interest in the trust to investors.

Servicing portfolio – All of the mortgage contracts that we own and that we sold in securitizations and into our warehouse credit facilities and service in connection with the securitizations and, in each case, continue to service.

Special purpose entities – Our subsidiaries that were formed for the specific purpose of securitizing our mortgage receivables and facilitating our warehouse, residual and other financing facilities.

Spread account – An account required by the credit enhancer of a securitization or warehouse credit facility in order to protect the credit enhance against credit losses. Generally, excess spread cash flow from the pool of contracts is credit to the account and retained until the account balance reaches a set maximum balance. If the maximum balance set forth under the terms of a particular securitization or warehouse credit facility is attained, the excess spread cash flows and any surplus in the spread account are returned to us, our residual lenders or purchaser of a residual interest, as the case may be. The maximum balance in a particular securitization or warehouse credit facility. Any remaining spread account balance is released to us, our residual lenders or the purchaser of a residual interest, as the case may be, upon termination of the securitization or warehouse credit facility.

Warehousing - A method in which contracts are financed by financial institutions on a short-term basis. In a warehousing arrangement, which we also refer to as a “warehouse credit facility”, contracts are accumulated or pooled on a daily or less frequent basis and assigned or pledged as collateral for short-term borrowings until they are financed in a securitization