

Optima Funding Mortgage Corporation Confidential Information

LEAD PURCHASE AGREEMENT

This Lead Purchase Agreement ("Agreement") is entered into as of February 2, 2005 (the "Effective Date") by and between Optima Funding Mortgage Corporation, a California corporation ("Optima") and:

Vendor Name: Link Point Marketing	Address: 7071 Warner Ave. #122, Huntington Beach, CA 92647
Primary Contact: Richard La Marre	Contact Information: 200-418-5687

("Vendor").

Whereas, Optima has had a non-exclusive, oral, lead purchase arrangement with Vendor since October of 2004; and

Whereas, it has been Optima's policy, since the inception its own business, to refrain from accepting potential customer leads which were generated by or through facsimile marketing; and

Whereas, Optima's exclusion of potential customer leads generated through facsimile marketing was expressly communicated to Vendor at the outset of Optima's arrangement with Vendor, and was reiterated by Optima on several subsequent occasions; and

Whereas, it has come to the attention of Optima that certain leads provided to Optima by Vendor may have been generated by and through the use of facsimile marketing; and

Whereas, Optima Mortgage Company currently neither uses facsimile marketing in its own business, nor condones its use by Vendor; and

Whereas, Optima believes it is in the best interest of the parties to this arrangement to reiterate and to clarify the party's rights and obligations in performance of their agreement, both generally, and specifically in regard to Vendor's internet marketing, tek marketing, and use of third party affiliates; and

Whereas, Optima believes it is in the best interest of the parties to this arrangement for Optima to for qualification of potential customer leads: Now, therefore,

Optima and Vendor hereby enter into the following Lead Purchase Agreement:

1. Vendor Rights and Obligations.

1.1 Appointment. Upon the execution of this Agreement, Vendor will have the non-exclusive right to generate leads through the Vendor's permissible marketing materials and methods (the "Lead Generation Activity") and refer qualified potential customers to Optima (the "Leads"), subject to the Lead Qualification Requirements set forth in Exhibit A. Vendor may refer Leads to Optima solely as set forth herein and only in accordance with the terms and conditions of this Agreement. Vendor must not make any representation, express or otherwise, that Vendor is employed by, affiliated with, or an agent of Optima.

1.2 Lead Generation Activity. Vendor must ensure that the materials, policies and procedures related to the Lead Generation Activity comply with and are performed in accordance with best industry practices and highest industry standards. In the event of any disruption or other problems with the Lead Generation Activity, Vendor will promptly notify Optima of the disruption or problem and any issues that may arise with respect to such disruption or problem, respond to such problem and remedy the problem in order to minimize any negative impact to Optima or any prospective Lead. Vendor must conduct the Lead Generation Activity and the solicitation and referral of Qualified Leads to Optima in compliance with (i) all applicable local, state and federal laws, statutes, ordinances rules and regulations, including without limitation the provisions of the Gramm-Leach-Bliley Act and

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(ii) the Optima Statement for Independent contractors: Policies on Internet Marketing and Telemarketing "Marketing Policies" attached as Exhibit B.

1.3 Lead Identification. Vendor agrees to use its best efforts to obtain and refer prospective Leads to Optima. Vendor will transmit Leads to Optima in the format identified in Exhibit A. All Leads transmitted to Optima pursuant to this Agreement must (i) be true, original, accurate and complete, (ii) conform with the Lead Qualification Requirements and (iii) include all the minimum information about the Lead (the "Lead Information") as set forth in Exhibit A, as amended by Optima from time to time. Vendor must refer Leads to Optima timely and in accordance with the delivery timing requirements specified in Exhibit A. If the Parties have agreed that Leads will be provided exclusively to Optima, as indicated in Exhibit A, Vendor shall not refer the same Leads that Vendor refers to Optima to any other entity during the term of this Agreement, including without limitation any mortgage lender that may compete with Optima or that otherwise offers or promotes products and services that compete with the Optima products.

1.4 Marketing Obligations. Vendor must comply with the Optima Marketing Policies with respect to the Lead Generation Activity. Any other methods Vendor may use to solicit and refer prospective leads to Optima are expressly prohibited, unless otherwise specifically approved in writing by Optima.

1.5 Express Exclusions. Vendor is not authorized to contract with customers, including without limitation any Leads, with respect to, or otherwise to resell the Optima products or services, or to make any representations or commitments to prospective customers on Optima's behalf. Optima will contract directly with all customers. Vendor understands and acknowledges that other companies, with whom Optima has similar agreements, and Optima itself, may market the same or similar services and products to the same potential customer in the same markets using marketing and promotional vehicles that are the same as or similar to the Lead Generation Activity. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer, or legal representative of the other party. Neither party will either have or represent itself to have any authority to bind the other party or act on its behalf.

2. Optima Rights and Obligations.


2.1 Qualified Leads. Optima has the right to review and process all Leads referred by Vendor. Optima will generally reject leads that fail to conform to the Lead Qualification Requirements or that fail to provide complete Lead Information. Leads that are approved by Optima will be deemed to be Qualified Leads. Optima may contact all Leads directly using the Lead Information provided to Optima by Vendor; evaluate Leads against Optima's lending criteria and market; and, promote and sell Optima's products and services to the Leads. Nothing in this Agreement will prevent Optima from contacting any Lead at any time in order to notify a Lead of any discrepancy in or with respect to the consumer information regarding the Lead.

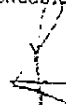
2.2 Rights in Lead Information. Vendor hereby grants to Optima all rights in and to the information contained in the Leads that are submitted to Optima that is necessary to: review and process such Leads; evaluate such Leads against Optima's lending criteria; and market, promote and sell Optima products and services to the Leads; and, to otherwise exercise its rights under this Agreement. Vendor represents and warrants that it has or will have obtained all rights in and to the information contained in each Lead, including without limitation all consumer information, to grant such rights to Optima upon delivery of each Lead. Vendor will have and maintain a conspicuous privacy policy that unambiguously conforms with and reflects its obligations under this Agreement.

2.3 Obligations to Leads. Optima will respond to all Qualified Leads in accordance with its Qualified Lead response procedures. Optima has no obligation to Vendor to market, promote or sell Optima products to any Leads, whether or not such Lead is a Qualified Lead.

3. Fees and Refunds

3.1 Fees. Optima will pay Vendor the one-time fees set forth in Exhibit A for each Qualified Lead submitted by Vendor. Except as specifically set forth in Exhibit A, no other Fees will be due or payable to Vendor with respect to the Leads. Fees will be remitted to Vendor in accordance with the fee remittance schedule set forth

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in Exhibit A. No fees will be due in the event that Optima determines that Vendor has violated this Agreement, effective immediately upon such determination, at Optima's sole discretion.

3.2 Refund of Fees. In the event that any otherwise Qualified Lead referred to Optima contains false or misleading information; omits or contains incomplete Lead Information; is duplicative of prior leads is sold or provided to another lender when this Agreement provides for exclusive Leads in Exhibit A, Optima will be entitled to a refund of any fees paid to Vendor for such Lead.

3.3 Invoices. Invoices should include the Vendor's name and unique invoice number. Invoices should be sent to the billing contact specified in Exhibit A at the address specified in Exhibit A, as Optima may amend from time to time upon notice to Vendor.

4. Proprietary Rights and Grants.


4.1 Title and Ownership. As between the parties, all right, title, and interest, including without limitation all intellectual property rights, in and to the Optima customer lists, Optima prospect lists, and any Optima trade names, trademarks copyrights, patents, trade secrets, and other items or information shall be and remain with Optima and its licensors. No rights are granted to Vendor, other than the limited rights described in this Agreement. Vendor will not do anything that may adversely affect the validity or enforceability of, or that otherwise infringes or contributes to the infringement of, such intellectual property rights.

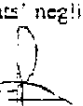
4.2 No Trademark Use. Vendor is not authorized to use and will not use any of Optima's trademarks, trade names, logos, or trade designations ("Marks") in connection with Vendor's solicitation and referral of Leads.

5. Warranties and Representations. Optima makes no warranty to Vendor with respect to the Optima products. Vendor warrants and represents that: (i) the Lead Generation Activities (A) comply with all applicable local, state and federal laws, statutes, ordinances rules and regulations, including without limitation the provisions of the Gramm-Leach-Bliley Act, (B) are neither involved in or associated with pornographic, defamatory, libelous, slanderous, threatening or hateful content or activities, nor promote violence or discrimination, based on race, sex, religion, nationality, disability, sexual orientation, or age, and (C) are not associated with any person, entity or practices that are involved with or associated with the content or activities set forth in (B) above; (ii) Vendor's performance of this Agreement does not infringe in any manner on any copyright, patent, trademark, trade secret or any other intellectual property right of any third party, including without limitation the rights of publicity and privacy of any party including without limitation any Leads; (iii) Vendor has not and will not commit fraud, breach of contract, tort, injury, damage or harm of any kind to any person or entity during its performance of this Agreement, and; (iv) Vendor will not provide false or misleading information about Optima or Optima's products. Both parties warrant and represent that each is a properly licensed business and shall at all times comply with all laws and regulations applicable to its business and performance under this Agreement.

6. Confidential Information. "Confidential Information" means all financial, business, customer, marketing, operations, technical, and economic information, whether tangible or intangible, that is disclosed by Optima to Vendor. Vendor agrees: (i) to act in a reasonable and prudent manner to keep Secret and maintain the Confidential Information as confidential; (ii) to use or copy the Confidential Information solely to perform its obligations under this Agreement; (iii) to return promptly to Optima, or destroy at any time upon Optima's request, and in any event upon termination of this Agreement, any and all materials pertaining to or containing any Confidential Information. The parties acknowledge and agree that any and all information concerning Leads submitted to Optima by Vendor shall be deemed to be the confidential and proprietary information of Optima upon Optima's receipt thereof, whether or not such lead is a Qualified Lead or otherwise approved by Optima and Optima will have no obligation to return or destroy any such information. This clause is reciprocal in favor of and benefit to Vendor as well.

7. Indemnification. Vendor hereby agrees to defend, indemnify and hold Optima, its officers, directors and its employees harmless from and against any and all claims, damage, loss, liability or expense (including reasonable attorneys fees) against any claim arising out of or resulting from (i) any misrepresentation, or breach of any of Vendor's representations, warranties or obligations under this Agreement; (ii) Vendor's or its agents' negligent or

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willful misconduct in connection with this Agreement; (iii) any suit, action, proceeding, claim or investigation pending or threatened against Optima which relates to the Vendor's lead generation activities or disclosure of consumer information to Optima; or, (iv) actions which resulted in harm to Optima's reputation or image, including without limitation, any failure to comply with Optima's Marketing Policies or applicable law. This clause is reciprocal in favor of and benefit to Vendor as well.

8. **Limitation of Liability.** In no event shall Optima be liable to vendor or any other person or entity for any exemplary, punitive, indirect, special, consequential, or incidental damages, under any cause of action and whether or not Optima or its agents have been advised of the possibility of such damage. In no event shall Optima's aggregate liability for damages under this agreement exceed \$25,000. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein. This clause is reciprocal in favor of and benefit to Vendor as well.

9. **Term and Termination.** This Agreement shall be in effect on a month-to-month basis, commencing on the date of its execution, unless otherwise noted in Exhibit A. Each party shall have the right to terminate this Agreement with or without cause upon forty-eight (48) hours' prior notice; provided, however, that either party may terminate this Agreement immediately in the event that the other party commits a material breach of this Agreement or has become bankrupt, insolvent or subject to bankruptcy, liquidation or insolvency proceedings by a court or government entity. Upon termination of this Agreement, all rights granted to Vendor will immediately cease. The following sections shall survive termination or expiration of this Agreement: 4, 6, 7, 8, 9, and 10. This clause is reciprocal in favor of and benefit to Vendor as well.

9.1 **Cancellation.** Optima is responsible for any and all leads delivered for (5) five business days after, not including, date of cancellation.

10. **Other Terms.**

10.1 **Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to choice of law provisions. For the purposes of any dispute arising out of or related to the Subject matter of this Agreement, the parties agree that venue shall be in the State or Federal courts having within their jurisdiction Orange County, California.


10.2 **Costs.** In a dispute arising out of this Agreement, Optima shall be entitled to recover from Vendor its costs and expenses, whether taxable or non-taxable, including reasonable attorneys' fees and expert fees in the event that Optima is the prevailing party to the dispute. This clause is reciprocal in favor of and benefit to Vendor as well.

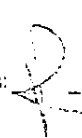
10.3 **Waiver.** The failure of Optima to enforce at any time the provisions of this Agreement shall in no way be constituted to be a present or future waiver of such provisions, nor in any way affect the right of Optima to enforce each and every such provision thereafter. This clause is reciprocal in favor of and benefit to Vendor as well.

10.4 **Notices.** All notices shall be in writing and delivered in person or shall be sent by registered or certified mail, return receipt requested, and shall be deemed effective three (3) days after same is mailed as provided above with postage prepaid. Notice sent by any other method shall be effective upon actual receipt.

10.5 **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is invalid under applicable law, such provision shall be severed, and the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect.

10.6 **Entire Agreement and Modifications.** The terms and conditions of this Agreement and the Exhibits attached constitute the entire agreement (Vendor Master Contract and Addendum Order Form are not excluded or superseded) between the parties regarding the subject matter of this Agreement and supersede all previous and contemporaneous agreements and understandings, oral or written, regarding this subject. No amendment

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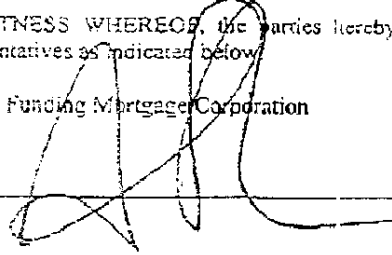
or modification which purports to modify or supplement this Agreement will be effective unless signed by an authorized representative of each of the parties, which, for this Agreement, includes electronic mail messages.

18.7 Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall be regarded as one and the same instrument.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as indicated below.

Optima Funding Mortgage Corporation

Vendor

By: 


By: 
Richard LaMarre

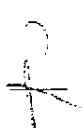
Date: _____

Date: 2/2/05

Title: _____

Title: President

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Exhibit A

Lead Qualification Requirements

1. Permissible Lead Generation Activity: Website, URL, email, banner advertisement, pop up advertisements, telemarketing.

2. Optima Authorized Person: _____

3. Exclusivity. Leads shall be provided on the following basis: (if no option is checked default term shall be nonexclusive):

Exclusive [Vendor may not provide, sell or otherwise make a Lead available to any other entity.] for 30 days.

Nonexclusive

4. Term of this Agreement: _____ (if blank term shall be month to-month)

5. Lead Qualification Requirements:

- a. Leads may be for property located only within the State of California;
- b. No mobile home or manufactured home Leads;
- c. No Leads where the home value is less than \$ 75k _____;
- d. No Lead may be more than 48 hours old from the time the consumer enters the information to the time Optima receives the Lead information (except for Monday where Leads may be up to 72 hours old); and
- e. Lead files may go through a de-dupping process where leads will be compared to past Leads delivered by Vendor only.


6. Lead Information/Delivery: Consumer name, telephone number, current mortgage balance. Leads are delivered from 8 a.m. to 9 p.m. Monday through Friday, and 9 a.m. to 3 p.m. on Saturday.


7. File Format and Delivery: All leads are delivered via Vendor web-administration module. Optima and Vendor will rely solely on said accounting module for total leads delivered and balance owed, if any

8. Fees

- a. Fee per Qualified Lead (\$100) (may change at discretion of Vendor, but agreed upon by Optima.
- b. Fee Payment Schedule (in advance)
- c. Billing Contact and Address Information []

9. Credit Requests. May be made for the following: duplicate lead, lead not a refinance, minimum mortgage balance (includes cash-out requested to determine mortgage balance minimum) not over \$75,000, mobile or manufactured home, lead outside CA. No other requests will be honored. All credit requests must be made within 48 hours of delivery. All leads are time-date stamped in Vendor's web system. No credit for leads not live transfers.

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The Federal Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*, ("TCPA") restricts the use of telephone equipment to market or promote products and services. Numerous states have adopted statutes modeled after the TCPA, each with its own penalty scheme. Another related and significant regulatory regime in this area is the Telemarketing and Consumer Fraud Prevention Act, 15 U.S.C. § 6101 *et seq.*, as implemented by the Federal Trade Commission in the Telemarketing Sales Rule, 16 CFR Part 310 ("TSR"). The TSR places important restrictions and obligations on those who would telemarket, including the requirement that sellers and telemarketers maintain a list of consumers who requested not to receive calls from or on behalf of any particular seller whose goods or services are offered. Most recently, the Federal Trade Commission amended the TSR to include the creation of a national Do Not Call database. The potential penalties for violating these laws are serious.

Independent contractors should be aware that the TCPA, the TSR, and/or state laws may either prohibit entirely or strictly regulate the following types of activities:

A. *Facsimile Advertising*

For example, the government can impose \$11,000.00 in penalties "for each such violation" of the TCPA. Recently, the FCC imposed a forfeiture of \$5,379,000 against Fax.com for faxing unsolicited advertisements to consumers, imposing the maximum \$11,000 penalty for each of the 489 separate fax violations. In addition, consumers can bring private rights of action to seek the greater of actual damages or \$500, which can be trebled to \$1500 by the Court if the conduct is deemed willful. Courts reviewing the TCPA provisions relative to facsimiles in consumer actions have interpreted the statute and its penalty provisions broadly, and plaintiffs' attorneys have filed numerous cases styled as class actions under the TCPA as a result of a \$12 million judgment (which included a trebling of damages for a class of Georgia residents) having been entered against a chain restaurant by a Richmond County Georgia Court. It is important to note that in that case, the Court did not exonerate the restaurant from liability although it stated that it had contracted with a fax broadcasting firm which had represented to the restaurant that consent had been provided. While the law in this area is certainly unsettled, courts may require more due diligence than acceptance of representations. OPTIMA does not utilize facsimile marketing nor condone its use. [Given the ongoing litigious environment relating to facsimile advertising, we expressly prohibit its use by any Vendor or in connection with the lead generation activity.]


B. *Using Auto-dialers and/or pre-recorded messages.*

It is a violation of the TCPA, the TSR and/or state laws to make any non-emergent call with a telephone dialing system or artificial/pre-recorded voice to: (1) an emergency telephone line, (2) a guest/patient room in a hospital, health or elder (or similar) care facility, or (3) a phone line or service for which the called party is charged (e.g., cellular phone) unless there is prior, express consent. In addition, the law prohibits initiating any non-emergent call to a residential telephone line using an artificial/pre-recorded voice absent express consent of the consumer. Additional restrictions prohibit using an autodialer or predictive dialing system in such manner as to simultaneously engage 2 or more lines of a multi-line business, OR in such a manner that it results in "dead air." Due to the significant restrictions placed on the use of pre-recorded messages, we expressly prohibit its use from the Lead Affiliate Program.

C. *Making calls to a consumer whose number has been placed on a Do Not Call list.*

It is also a violation to make a telephone call to a number that has requested to be placed on a "Do Not Call" list (including your internal "Do Not Call" list and "Do Not Call" lists maintained by federal and state agencies). The National Do-Not-Call Registry went into effect on October 1, 2003 and several jurisdictions are still enforcing statewide Do Not Call lists. These Do Not Call lists must be reviewed and taken into consideration before telemarketing efforts begin. Your legal counsel can assist you in identifying and incorporating such global Do Not Call lists into your marketing efforts, as well as in writing and training on your own internal Do Not Call policy (which must be provided to consumers upon demand). As a participant in the Lead Affiliate Program, you must have received separate signal consent from OPTIMA before you (or your agents) utilize any telemarketing strategy.

D. *Other prohibited activities*

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