

Ameriquest Mortgage Company Lead Purchase Agreement

This AGREEMENT is made and entered into as of January 28, 2002 between Ameriquest Mortgage Company, a Delaware corporation ("Company") and LeadExtreme, ("Vendor") with reference to the following facts:

A. Vendor owns and operates the QuoteGuru.com website located at www.QuoteGuru.com (the "Website"), which enables a user ("Consumer") to input personal information concerning their individual mortgage needs ("Consumer Information") which Vendor collects, organizes and distributes through its Website to participating lenders and service providers.

B. Company is in the business of providing mortgage loans to consumers and desires to obtain access to the Consumer Information in accordance with the terms and conditions set forth in this Agreement.

In reliance on the foregoing facts, and in consideration of the mutual covenants and agreements set forth below, the Company and Vendor have agreed as follows:

1. Vendor Services. In consideration of Company's payment of the fees set forth in Paragraph 3 below and in Attachment A, Vendor shall do the following:

1.1 Transmission of Consumer Information. Vendor shall timely transmit to Company Consumer Information obtained by Vendor through the Website for Company's business purposes. Consumer Information shall be transmitted electronically by Vendor as required by Company as set forth in Attachment B. Each such individual's Consumer Information shall be referred to herein as a "Consumer Lead."

1.2 Company Support and Reporting. Vendor shall ensure that the Website is continuously operated and maintained in a first-class manner, that Company has 24-hour access to the Website and that Consumer Leads are timely transmitted to Company as provided for in paragraph 1.1 above and in Attachment B. In the event of a disruption of Website service for any reason, Vendor shall respond in a timely fashion to remedy any such disruption. Upon request by Company, Vendor shall furnish Company with a report verifying all Consumer Information and Consumer Leads transmitted to Company.

2. Company's Obligations. Company acknowledges that Vendor shall only provide Consumer Leads to Company on condition that Company agrees as follows:

2.1 Company Is in the Business of Providing Loan Services. Company represents and warrants to Vendor that Company is engaged in the business of loan origination or lending with respect to consumer and mortgage loans and other credit products and that it shall only use the Consumer Information for such purposes or as may otherwise be permissible under applicable state, local or federal laws.

2.2 Communication with Consumers/Customer Service. Provided that a Consumer Lead satisfies Company's lending criteria (as set forth in Attachment A and further as determined by Company in



its sole discretion), Company will contact and respond to Consumer Leads in a timely and professional manner.

2.3 Compliance with Applicable Laws. Company shall at all times comply with applicable state and federal laws in connection with its solicitation of Consumers referred by Vendor.

3. Fees and Refunds.

3.1 Fees. Company shall pay to Vendor the fees set forth on Attachment A (attached hereto and incorporated by reference). Fees shall be due and payable within 30 days of the end of each month.

3.2 Refund of Fees. In the event that any Consumer Lead transmitted to Vendor contains false or misleading Consumer Information, or omits to contain sufficient Consumer Information, to enable Company to respond meaningfully to such Consumer Lead, Company shall be entitled to a refund of any fee paid by Company for such Consumer Lead.

3.3 Invoices. Invoices should include the Vendor name and a unique invoice number. Invoices should be sent to the billing contact, Jennifer Egan at the following address:

Ameriquist Mortgage Company
Suite 460
1100 Town and Country Road
Orange, California 92868
Attention: Jennifer Egan

Invoices may also be emailed to Jennifer Egan at jegan@ameriquist.net or faxed to 714-647-0236.

4. Representations and Warranties. The Vendor represents and warrants that its website(s): (i) does not violate any law or regulation of any governmental agency, (ii) does not infringe in any manner on any copyright, patent, trademark, trade secret or any other intellectual property rights of any third party, (iii) does not breach any duty or rights of any person or entity including, without limitation, rights of publicity or privacy, or has not otherwise resulted in any user fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity, (iv) is not false or misleading, (v) is neither involved in hate activity, nor promotes violence or discrimination, based on race, sex, religion, nationality, disability, sexual orientation, or age, and/or (vi) is neither pornographic, defamatory, libelous, slanderous or threatening.

5. Non-Disclosure, Data Ownership, and Privacy.

5.1 Confidential Information. Any confidential information or proprietary information provided by one party, including, without limitation, any description of advertising, and the pricing of any such advertising, shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall be kept in the strictest confidence and shall be protected by all reasonable and necessary security measures. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.

5.2 Privacy Policies The Vendor and the Company shall post on their respective Web sites their privacy policies and adhere to a privacy policy which abides by the applicable laws. Failure to continue to post a privacy policy or non-adherence to a party's own privacy policy is grounds for immediate cancellation of the IO by either party.

5.3 Compliance with Laws. Vendor represents and warrants that, in the performance of its obligations under this Agreement, it will comply in all respects with the provisions of all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including, without limitation, the provisions of the Graham-Leach-Bliley Act. Vendor further agrees to indemnify, defend and hold harmless Company, its affiliates, officers, directors, employees, agents, successors, and assigns, and related entities from and to reimburse them for, any loss, cost, expense, damage, liability, or claim (including, without limitation, reasonable attorneys fees) relating to, arising out of, based upon, or resulting from the breach of this representation.

6. Indemnification, Disclaimer and Limitation of Liability

6.1. Indemnification by Company. Company shall indemnify, defend and hold harmless Vendor and any of its owners, directors, officers, employees or agents (collectively, "Vendor Indemnified Parties") from and against any and all claims, losses, damage, penalties, fines, forfeitures, reasonable legal fees and expenses (including attorneys' fees) and related costs, expenses of litigation, judgments, and any other costs, fees and expenses (each, a "Liability" and collectively "Liabilities") that were caused by or resulted from a breach of any of Company's representations, warranties or agreements contained in this Agreement.

6.2. Indemnification by Vendor. Vendor shall indemnify and hold harmless Company and its owners, directors, officers, employees or agents (collectively, "Company Indemnified Parties") from and against Liabilities that were caused by or resulted from a breach of any of Vendor's representations, warranties or agreements contained in this Agreement or by Vendor's acts or omissions, bad faith or willful misfeasance in the conduct of its business.

6.3 Survival of Indemnifications. Company's and Vendor's respective indemnification obligations will survive the expiration or termination of this Agreement by either party for any reason.

6.4 Notice of Claims. Each party shall promptly notify the other in writing of any and all claims and/or litigation known to such party made against it or the other party in connection with this Agreement.

7. Term and Termination

7.1 Term. This Agreement shall be in effect on a month-to-month basis, commencing on the date of its execution.

7.2 Termination. Each party shall have the right to terminate this Agreement upon forty-eight (48) hours' prior written notice; provided, however, that either party may terminate immediately upon written notice in the event that the other party has failed to timely cure a material breach of the Agreement or has become bankrupt, insolvent or subject to bankruptcy, liquidation or insolvency proceedings by a court or government entity.

7.3 Opportunity to Cure. Either party shall be given notice of a material default hereunder (if such default is curable) and accorded two (2) business days to cure such default prior to any termination for breach.

8. Miscellaneous.

- 8.1 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 the same is mailed as provided above with postage prepaid. Notice sent by any other method shall be effective only upon actual receipt.
- 8.2 Applicable Law. This Agreement shall be governed by the laws of the state of California applicable to agreements made in and wholly to be performed in that jurisdiction, and the parties hereto submit and consent to the jurisdiction of the courts of the state of California in any action brought to enforce (or otherwise relating to) this Agreement. Venue shall be the appropriate court of jurisdiction in Orange County, California.
- 8.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements pertaining thereto and can only be modified by a writing signed on behalf of both parties hereto. Each party sole and exclusive remedy for breach, termination, or cancellation of this Agreement or any term hereof shall be an action for damages and each party hereby waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief against the other party's continued operation of its business.
- 8.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to parties hereto. This Agreement shall be assignable by Client to any of its affiliates or subsidiaries, but may not otherwise be assigned by either party without the written consent of the other party hereto. Any and all assignments of this Agreement or any interest therein not made in accordance with this paragraph shall be void.
- 8.5 No Waiver. No breach of any provision hereof shall be waived, nor shall a party's failure to enforce any of its rights hereunder be deemed such a waiver, unless such a waiver is in writing and signed by the waiving party. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.
- 8.6 Enforceability. If any provision hereof shall be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law.
- 8.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.8 Parties Relationship. Nothing in this Agreement is intended by Vendor or the Company to create or constitute a joint or collaborative venture or partnership of any kind between the Company and Vendor, nor shall anything in this Agreement be construed as constituting or creating any agency, employment relationship, joint or collaborative venture or partnership between the Company and Vendor, its employees, agents or assigns. The Company and

Vendor agree that the other shall have no control or ownership interests of any kind in the other's business or its website.

The parties acknowledge their agreement to all of the above terms.

COMPANY:

Ameritrust Mortgage Company

Signature: _____

Name: _____

Title: _____

VENDOR:

LeadExtreme

Signature: _____

Name: Sam Lewis

Title: Marketing Director

**Addendum to Ameriquest Mortgage Company
Lead Purchase Agreement**

This Addendum to the Lead Purchase Agreement dated July 15th, 2003 ("Agreement") between Ameriquest Mortgage Company, a Delaware corporation ("Company") and Lead Extreme ("Vendor") is made and entered into as of February 2, 2004 ("Effective Date").

The parties entered into the Agreement for the purchase by Company of Leads (as defined in the Agreement) from Vendor and now wish to amend certain terms of their Agreement and therefore agree to the following modifications to that Agreement:

Exhibit A, §.a. Fees is hereby amended to read as follows:

Fee per Qualified Lead: \$22

Except as otherwise stated herein, all terms in the referenced agreement shall remain in full force and effect.

{SIGNATURES FOLLOW}

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

Ameriquest Mortgage Company

Vendor

By: _____

By: [Signature]

Date: _____

Date: 2/2/04

Title: _____

Title: Business Dev. Manager

**Addendum to Ameriquest Mortgage Company
Lead Purchase Agreement**

This Addendum to the Lead Purchase Agreement dated July 15th, 2003 ("Agreement") between Ameriquest Mortgage Company, a Delaware corporation ("Company") and Lead Extreme ("Vendor") is made and entered into as of October 27, 2003 ("Effective Date").

The parties entered into the Agreement for the purchase by Company of Leads (as defined in the Agreement) from Vendor and now wish to amend certain terms of their Agreement and therefore agree to the following modifications to that Agreement:

Exhibit A, 8.a. Fees is hereby amended to read as follows:

- a. Fee per Qualified Lead: \$19

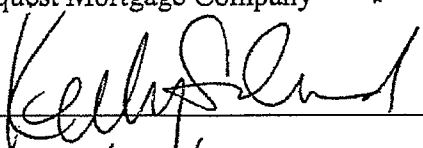
Provided that the monthly conversion rate stays at the rate of 25% or greater and the monthly volume remains above 7,500 qualified leads. The conversion rate and volume will be determined on the 21st of each month for the month prior.

If either of these two conditions are not met at the end of any given month – the lead price will return to \$17 per qualified lead.

Except as otherwise stated herein, all terms in the referenced agreement shall remain in full force and effect.

{SIGNATURES FOLLOW}

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

Ameriquest Mortgage Company
By: 
Date: 10/27/03
Title: Marketing Director

Vendor
By: _____
Date: _____
Title: _____