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Orange County Associates, Inc.
The Georgetown Building
250 N. Golden Circle Dr., Suite 115
Santa Ana, CA 92705

Attn: Mr. Daniel J. Scinto III

June 30, 2004

Dear Mr. Scinto:

I am writing this letter in regards to our current lease agreement which we hold here at the Georgetown Building, L.P. I firstly wanted to say that Harry and I consider this building to be a wonderful place to conduct business. I am always very proud to bring clients into such a beautiful and well maintained building. Our stay here has been a very productive one, and Harry and I still maintain that you have been the most pleasurable landlord to work with that we have ever had.

As you have probably witnessed, LendingPoint has experienced some incredible growth over the past several months, including the creation of a nationwide escrow company and an additional office. When we first began here, the company included only 3 members. Now, our company boasts two offices and over 25 employees nationwide. This growth has been punctuated by the fact that we are in constant need of further space to expand our business model. It is very apparent to me that our need for further space will only increase over the next several months. As our business model has always been based on a concept independent of increasing interest rates, I can not foresee a decline in growth over the coming months.

To help remedy our space issues, I first contacted Mr. James Fish of Independent Mortgage / JF Realty in the efforts of possibly working out a plan, while remaining in the Georgetown Building, to take over more space from him as our needs grow. Mr. Fish has been of great guidance to us over the past few months, but it is clear that his interests with his suites here at the Georgetown Building are clearly not in line with our goals as a nationwide mortgage company. Mr. Fish has his own plans for growth and the use of his current space at the Georgetown Building. I wish him every success.

After attempting in good faith to remedy our continuing space issues while still remaining at the Georgetown Building and not being able to secure any solid agreement with Mr. Fish, it is clear to me that we are out of options unless you can secure us more

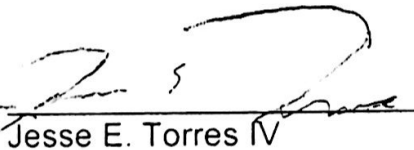
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space within the Georgetown Building. We have been left with no other choice, but to begin a search for additional space along the lines of 8,000 to 10,000 square feet. Therefore, I am left with no other option but to tender my three month notice that we will be leaving the Georgetown Building no later than September 31 2004 and moving to a more suitable location. If it is possible to remain at the Georgetown Building by increasing our space here, please let me know immediately, as I would love to remain at my current location if my space requirement can be satisfied. This notice is effective immediately as of the date of this letter. This notice in no way should be construed as a letter of dissatisfaction with our current location and amenities. LendingPoint simply needs more space, and we can not grow effectively as a company always worrying about space constraints.

If you require any further information or have any questions, Harry Langenberg or I may be contacted at 714-384-0079. I thank you again for your support, understanding, and belief in us over the past year. It has been a true pleasure being a tenant at the Georgetown Building.

Best regards,



Jesse E. Torres IV
Chairman & CEO
LendingPoint Mortgage Corp.

Cc: Harry H. Langenberg III