

Exhibit D-1

From: "amberE@mac.com" <ambere@mac.com>
Date: October 18, 2005 11:51:02 PM PDT
To: rick Soukoulis <RickS@loancity.com>

Rick,

Thank you for your time today, I wanted to memorialize our conversation so we move forward on our strategy for my departure. I agree at this point the best thing for everybody is for me to leave the company and if we can work out the details of our discussions I should have a smooth transision.

For the record, my issue has always been you make statements to me and expect me to act upon them based on your word alone. I cannot do that and Im making another attempt to handle this in a professional manner.

What we discussed:

1. I've requested and you have agreed to allowing me to clear my belongings out of my office here in San Jose after business hours today and work from an alternate location from Today until my effective last day at Loan City December 31, 2005. You will decide on a location and let me know by end of business (options are Walnut Creek Office, Executive Suite or my home office).
2. Announcement of my departure from the company will be drafted by Loan City and I will review/approve before distribution.
3. Agreed my resignation/ departure is not performance related and all requirements of my employment agreement have been fulfilled. LoanCity will pay me for the following outstanding earnings for 2005 on or before 12-31-05. My agreements states I must be employed by company for receive my bonus, have written approval from you and the annual will be based on "audited" financial statements, I want to make sure you have Don specifically address the fact that there is no way I can fulfill these terms because I wont be here for audited, employed on annual date and we've never done objectives this way since I started, just remind him please) The statement I've fulfilled the requirements of my agreement may be enough but let me know for sure...
 1. Q1, Q2, Q3, Q4 Quarterly Bonuses (50,000.00 per quarter)
 2. Production Incentive
 - Monthly
 - Quarterly
 - Annual
4. Calculated on \$400,000.00 annual rate of pay. All vacation hours owed will be paid. (my records show 793 hours) Rick will confirm in writing. I know you think it out of line but check with Olga my hours per pay stub have been stuck at 400 hours for over two years. I checked with Olga and Debbie so talk to them.
5. Calculated on annual pay rate of \$400,000.00 LoanCity will pay six full months of compensation as severance pay on or before 12-31-05
6. Medical, Dental, Other benefits will be covered by Cobra and six full months will be paid to me on or before 12-31-05 in lump. It will be my responsibility to pay Cobra directly thereafter.
7. Ownership / vested shares in LoanCity will be paid in lump by 12-31-05, we currently disagree as to % of ownership (my records show I have 14.6% ownership all paid/ vested now) RS will confirm and produce written documents executed by me for any reduction in my % of ownership.to be by 12-31-05.
8. Written letter of indemnification from LoanCity to me against any liability related to company business effective today.
9. All creditors, banking institutions, state, federal and local regulatory agencies will be notified of my departure. Written verification will be provided by LoanCity to me that my name has been removed from all relevant documents as the responsible party for LoanCity, otherwise responsible for company obligations.
10. Rick will provide me with a written letter of recommendation by 12/31/05 and LoanCity, Rick

Soukoulis and myself have agreed to keep the details of my departure confidential and speak in a positive manner about each other, the company. All personal or professional references will be positive if verbal and the above mentioned letter of recommendation if a written reference is requested.

11. I will execute an agreement to the terms outlined above and full release drafted by corporate council (Reed Smith) Don Rienke. I will need 48 hours to have document reviewed by my own attorney prior to my signing.

Rick, here you go, this feels like a summary of our discussion. Let me know if I missed anything. I would like to get my things later today, Im heading out to lunch with Morgan Elliott, will be back in a hour. Just send an email back please, Id rather not have another exchange like the other day.

Amber

Exhibit D-2

From: Rick Soukoulis <RickS@loancity.com>
Date: November 16, 2005
To: "amberE@mac.com" <ambere@mac.com>

Our agreement hasn't changed, Don will be calling you.