

BRANCH MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made and entered into as of this ___ day of _____, 2010, and shall be effective as of _____, 2010, by and between Shore Financial Services, Inc. d/b/a Shore Mortgage, a Michigan corporation (“**Company**”), with its registered office located at 770 S. Adams Road, Birmingham, Michigan 48009, and _____ (“**Employee**”), whose address is _____, _____.

RECITALS

WHEREAS, the Company is a national mortgage lender engaged in marketing, originating, processing, closing, funding, and servicing residential mortgage loans through various business channels, such as direct-to-consumer, wholesale, direct lending, and brokerage; and

WHEREAS, the Company will employ the Employee on an “at will” basis and will provide the Employee with the opportunity to earn compensation and to qualify for certain employee benefits (subject to additional qualifications and eligibility requirements) in accordance with the Company’s policies concerning compensation and benefits, as amended from time to time, in consideration for the agreement of the Employee to comply with and abide by all of the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Company and Employee agree as follows:

1. **Definitions & Incorporation of Recitals.** All capitalized terms shall have those meanings designated in this Agreement and in **Attachment A**, which is incorporated in this Agreement by this reference. The Recitals are also incorporated in this Agreement for the reason that they are contractual in nature.

2. **Duration of Agreement.** This Agreement: (a) will remain effective throughout the term of the Employee’s employment with the Company, irrespective of the division, business unit, position, job title, or capacity within the Company in which the Employee is assigned to work, and irrespective of any changes in the form and type of compensation the Employee may receive at any time during his or her employment; (b) contains certain obligations and prohibitions that will remain in effect even after the Employee is no longer employed by the Company for any reason; and (c) shall also be binding upon the Employee with respect to any subsequent re-employment or re-instatement of employment with the Company, and after and with respect to any change of ownership of the Company.

3. **Position.** The Employee is employed at will for an indefinite term and for no specific duration of employment. Employee shall fully and faithfully perform the lawful duties that the Company may, in its discretion, require and direct Employee to perform. The Company has the right in its sole discretion, with or without cause or advance notice to modify all job duties and assignments; and that this Agreement shall be binding upon Employee at all times, regardless of any such changes. Employee and the Company mutually agree that this Agreement is reasonable and necessary for the following reasons: (a) the special fiduciary nature of the position being entrusted to the Employee, as someone employed in the mortgage banking industry; (b) the Employee is are being placed into a position of trust, confidence and fidelity as to the Company and its Customers; (c) the special governmental and regulatory requirements applicable to persons engaged in the mortgage banking industry; (d) the time and resources the Company invests in training, licensing, certifications, continuing education and the development of unique and extraordinary skills for its employees; (e) the Employee’s creation of, access to and/or utilization of confidential and proprietary information belonging exclusively to the Company; (f) the need to protect the

legitimate business interests of the Company; and (g) the need to clarify the expectations and understandings between the Company and Employee.

4. Duties & Standards. The essential job duties, standards, responsibilities and expectations for all employees engaged in any aspect of originating or closing mortgage loans are set forth: (a) in various state and federal laws regulating the conduct of mortgage banking and mortgage bankers; (b) in the mortgage banking licensing and continuing education materials which Employee may be required to complete in connection with becoming licensed or registered in the various states in which the Company originates mortgage Loans (or as otherwise required by the Company); (c) in the Company's mortgage banking training materials, underwriting guidelines, and policy statements which Employee will receive or have access to during the course of his or her employment; and (d) as assigned by the Company's management. In addition, the Employee shall also owe and be charged with the following duties, responsibilities and standards of conduct: (i) the Employee owes a duty of loyalty, fidelity and trust to the Company; (ii) the Employee must exercise his or her duties, judgments and discretion in good faith and in the best interests of the Company, and in a manner that is not harmful to Company Customers; (iii) the Employee must use extraordinary care, skill and diligence in the performance of his or her duties; (iv) the Employee must provide honest and trustworthy services and reporting to the Company.

5. Compliance with Applicable Laws, Regulations, Policies & Rules. Throughout the term of his or her employment the Employee will adhere to and comply with: (a) all applicable state and federal laws and regulations affecting mortgage lending, the conduct of employees engaged in mortgage banking, mortgage banking licensing and registration requirements, and financial institutions in general; (b) the Company's compliance programs, guidelines, lending policies, employment policies, manuals, postings, rules, guidelines, standards, and value statements, then-in-effect, including, without limitation, the Company's quality control plan, fair lending policies, anti-predatory lending policies, anti-fraud policies, and conflict of interests policy; and (c) the applicable agency and/or investor guidelines and underwriting requirements, and generally accepted residential mortgage lending practices with respect to the type of loans being originated; all of which may be amended and changed from time to time by directive of the Company, and which policies, rules and regulations may be distributed to the employees via Company email, hardcopy, manuals, posted on Company bulletin boards, or posted to the Company's intranet website, from time to time. Compliance with and adherence to applicable laws, licensing requirements, and Company guidelines, policies, rules, standards, and value statements are an essential part of Employee's job duties, job requirements and job performance, and Employee hereby agrees to fully and faithfully perform his or her duties in accordance with the above.

6. Licenses, Authorizations & Certifications. While the Company may provide some assistance with respect to licensure and registrations, it is the Employee's responsibility to properly obtain and maintain any and all licenses, registrations, authorizations, and/or certifications necessary to perform the duties of his or her job. This may include, among other things, providing additional background information, providing fingerprint cards, having an acceptable criminal history, demonstrating a lack of regulatory enforcement actions involving the Employee, demonstrating financial responsibility, completing on-going state-mandated training and continuing education, and successfully completing state exams. State requirements change from time to time and the Employee is required to satisfy any current and future requirements. Employee shall immediately notify the Company's Chief Executive Officer ("**CEO**") in writing of any change in the status of Employee's licenses, registrations, authorizations, and/or certifications and of any change to the background or qualification information submitted in support of such licenses, registrations, authorizations, and/or certifications. As a condition of Employee's continuing ongoing employment, Employee agrees to provide complete and accurate information to the Company and to the various state and federal regulators, and to utilize the Employee's best efforts to satisfy the Company's and state and federal requirements. Employee hereby authorizes the Company to disclose, exchange and discuss information regarding his or her background and qualifications with the

various state and federal regulators and enforcement agencies. Compliance with the requirements of this Section is an essential part of the Employee's job duties and job performance.

7. **Outside Employment.** While employed by the Company, the Employee shall have a continuous and affirmative duty to disclose to the CEO of the Company, in writing, if and when the Employee directly or indirectly engages in any "***Outside Business Activities***" (as defined in Attachment A). Employee shall not use any Company information, resources, "***Proprietary & Confidential Information,***" or "***Company Equipment***" in connection with any Outside Business Activities (as those terms are defined in Attachment A).

8. **Duty of Loyalty.** While employed by the Company, Employee shall not, among other activities:

(a) act or operate as mortgage lender or broker (apart from your employment with the Company), real estate agent or broker, insurance agent or broker, securities agent or broker, or investment advisor;

(b) be employed by, own, have any business interest in, or receive any compensation from any other lender, broker, real estate agent, broker or company, lead aggregator, land title agent, settlement service provider, appraisal company, survey company, document preparation company, escrow agent, insurance agency, securities dealer, or investment advisor;

(c) divert or refer "***Customers***", "***Prospects***" or "***Referral Sources***" (as those terms are defined in Attachment A) to any other person, business or entity;

(d) undertake any efforts or activities toward organizing, financing, or commencing any competing business or activity which engages in the same or similar "***Line of Business***" (as identified in Attachment A) as the Company if such efforts or activities involve the use of or disclosure of Proprietary & Confidential Information; or

(e) advise, service or consult with any person, business or entity which is or will be undertaking efforts towards organizing, financing, or commencing any competing business or activity which engages in the same or similar Line of Business as the Company if such efforts or activities involve the use or disclosure of Proprietary & Confidential Information.

9. **Compensation.** The Employee shall be compensated by the Company as provided in Attachment B hereto which is incorporated herein by this reference. Employee acknowledges and agrees that he or she shall not be entitled to receive any additional compensation in the form of extra pay and/or bonuses, unless Employee is actually employed by the Company upon the disbursement date of said additional compensation. This Agreement shall remain in full force and effect, notwithstanding any subsequent changes to the Employee's compensation, benefits, or any other plan or policy of the Company.

10. **Subsequent Changes to Company Policies & Compensation.** From time to time, the Company may (in its sole discretion) change the Company policies and procedures and the Employee's compensation or compensation plan. Employee agrees that any such changes to the Company policies, procedures, compensation, and/or Employee's compensation plan will apply to the Employee and that Employee's continued employment with the Company is consideration for the Employee's agreement to be bound by any such changes. The Company policies and procedures or any changes thereto can be obtained from the Company's Human Resources Department and/or may be distributed through other means. It is the Employee's responsibility to stay apprised of and adhere to changes or revisions to the Company's policies. The Company will provide Employee with notice of changes to his or her

compensation or compensation plan via hardcopy or email before such changes take effect. Compliance with the above is an essential part of the Employee's job duties and job performance. Notwithstanding anything herein to the contrary, the Company will not change the at-will employment relationship unless done so in a writing signed by the Employee and the CEO of the Company, who is the only person authorized by the Company to alter or change the at-will employment relationship.

11. Termination, Resignation or Separation of Employment. The Employee or the Company may terminate the Employee's employment relationship at any time, with or without cause or reason, and with or without advance notice. Notwithstanding any other term of this Agreement or any of the employment policies of the Company (including, with limitation, performance reviews, incentive plans, disciplinary notices, bonus plans, or compensation plans), Employee or the Company may terminate the employment relationship "at will."

12. Proprietary & Confidential Information. During the course of the Employee's employment with the Company the Employee will have access to, use, and compile information that Employee agrees and acknowledges is the Company's "Proprietary & Confidential Information" (as defined in Attachment A). Accordingly, the Employee hereby agrees that:

(a) he or she shall hold and maintain all Proprietary & Confidential Information in the strictest of confidence and that Employee shall preserve and protect the confidentiality, privacy and secrecy of all Proprietary & Confidential Information;

(b) he or she shall not disclose, reveal, or display any Proprietary & Confidential Information to any person, business or entity; forward or disseminate such information to persons outside of the Company or to a personal or non-company e-mail account); nor allow others to have access to or the ability to view any Proprietary & Confidential Information;

(c) he or she shall not use any Proprietary & Confidential Information for any purpose except as may be authorized by the Company in writing and Employee shall not use any Proprietary & Confidential Information to solicit any other products or services during or after his or her employment with the Company;

(d) he or she shall not photograph or record through any means the Company's operations, systems, presentations, communications, voicemails, personnel or meetings;

(e) he or she shall take all necessary precautions to keep Proprietary & Confidential Information secret, private, concealed and protected from disclosure; follow and implement the Company's privacy and security procedures; and immediately notify the Company of any breach in privacy or security procedures or disclosure of Proprietary & Confidential Information;

(f) in the event that he or she shall become legally compelled to disclose all or part of the Proprietary & Confidential Information, the Employee agrees to promptly notify the Company, in writing, of such situation and to cooperate with the Company so that the Company may seek a protective order, pursue another appropriate remedy and/or waive compliance with the provisions of this Agreement, as Company shall deem appropriate in its sole and absolute discretion; and

(g) the obligations in this Section 12 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason.

13. Intellectual Property & Inventions. Employee agrees and acknowledges that: (a) the Company is engaged in a continuous program of research, development, and innovation in connection with its business and the technologies, methodologies, information systems, and internet applications employed within its business; (b) the Company invests significant time, money and resources in the development of the Company's "*Intellectual Property & Inventions*" (as defined in Attachment A); (c) the Company's Intellectual Property & Inventions are extremely valuable to the Company; (d) the Company is entitled to exclusive ownership over its Intellectual Property & Inventions; and (e) entering into this Agreement is a necessary part of the Company's effort to preserve and protect its rights in its Intellectual Property & Inventions.

14. Cooperation in Securing the Company's Intellectual Property Rights. Employee agrees: (a) to do all things necessary in every proper way to assist the Company to obtain, maintain, enforce its right to, and protect the Company's Intellectual Property & Inventions; (b) to sign documents that the Company may reasonably request to obtain protection for the Company's Intellectual Property & Inventions rights; (c) to maintain the confidentiality of and guard the secrecy of the Company's confidential Intellectual Property & Inventions; and (d) that in the event the Company is unable for any reason whatsoever to secure the Employee's signature to any lawful and necessary document required or reasonably desired by the Company to apply for, transfer or renew any patent, copyright, trademark, domain name, Intellectual Property & Inventions, Employee hereby designates and appoints the Company (and its duly-authorized officers) as the Employee's agent and attorney-in-fact to act for and on behalf of the Employee, to execute any such application, transfer or renewal documents and to do all other lawfully permitted acts to further the application, transfer or renewal of any of the Company's patent, copyright, trademark, domain name, Intellectual Property & Inventions with the same legal force and effect, as if executed by the Employee.

15. Post-Employment Obligations. Employee's obligations under Sections 12 through 14, inclusive, of this Agreement shall remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason. Sections 12 through 14 of this Agreement shall apply to the Employee whether or not he or she was hired to or expected to create or develop any Intellectual Property & Inventions for or on behalf of the Company.

16. Maintaining Privacy, Confidentiality & Security of Customer & Company Information. Employee agrees that maintaining the privacy, confidentiality and security of Customer and Company Information is of paramount concern to the Company, is a material term of this Agreement, and is a part of the Employee's essential job duties. In this connection, the Employee shall: (a) take all necessary precautions and to exercise extraordinary care and diligence in protecting the privacy, security and confidentiality of all Customer information, application information, and the Company's Proprietary & Confidential Information; (b) adhere to and implement the Company's policies and procedures regarding privacy and security, as well as subsequent updates to such policies; and (c) promptly report in writing (to the CEO) any lapse or breach of privacy or security, and/or any unauthorized access to or disclosure of Proprietary & Confidential Information by the Employee or anyone else. The Company maintains a privacy statement and guidelines that, among other things, address: (i) how the Company collects, handles, and uses a Customer's personally identifiable information; (ii) with whom such information may be shared; and (iii) how such information may be updated. The privacy statement and guidelines generally provide that the Company will honor the Customer's request as to how their information may be used/shared and their preference to opt-out of certain solicitations or future contact. Employee shall handle and protect the privacy of our Customers' personally identifiable information in conformity with applicable law and the Company's privacy statement and guidelines, and Employee shall not use and/or share such information except as specifically permitted by the privacy statement and guidelines and as authorized by the Customer. The privacy statement and guidelines are posted on the Company's website

and Employee hereby agrees to become familiar with and comply with the requirements of these policies and any updates thereto. If Employee is permitted to access the Company's computer network from work, home, remote locations, or mobile devices (either through his or her own computer/devices or through Company provided computer/devices), Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other person has access to or gains access to the Company's network or Proprietary & Confidential Information or any Customer Information. The Company reserves all rights to terminate access to the Company's computer network at any time for any reason with or without advance notice. Employee shall not download or attempt to download any Proprietary & Confidential Information or Customer Information on any computer or device without the Company's express written approval of such activity. Employee may only download Proprietary & Confidential Information or Customer Information on Company owned and approved computers and devices and, then, only with the express written approval of such activity. If such activity is approved by the Company, Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other person has access to or gains access to Proprietary & Confidential Information or Customer Information. Employee agrees that failure to comply with the requirements of this Section 16 may result not only in disciplinary action (up to and including termination of employment) but possible legal action against the Employee by law enforcement agencies as well, and that the obligations in this Section 16 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason.

17. Non-Solicitation of Company Personnel. Employee agrees and acknowledges that: (a) the Company expends considerable time, money and resources in recruiting, training, licensing, and developing the unique and extraordinary skills and abilities of its employees; (b) the Company has entered into contractual relationships with its employees; (c) the Company has a legitimate business interest in maintaining its employment relationships and not having those relationships interfered with; and (d) that the ongoing relationship between the Company and its existing and future employees (and the existing and prospective business opportunities associated therewith) is part of the goodwill of the Company and shall remain the sole and exclusive property of the Company. For a period of one (1) year after his or her termination, resignation, or separation of employment for any reason, Employee shall not, directly or indirectly (whether on his or her own behalf, working with others, or on behalf of any other person, business or entity) "**Solicit**" (as defined in Attachment A) or attempt to Solicit any person employed by the Company to in any way terminate or change their employment relationship with the Company, or to apply for employment with any person, business or entity.

18. Non-Solicitation of Customers & Others. Employee further agrees and acknowledges: (a) that the Company expends considerable time, money and resources to market to prospective Customers in order to: (i) generate inquiries into the Company's loan programs; (ii) develop confidential methodologies to generate consumer interest regarding its loan programs; (iii) maintain ongoing relationships with its Customers; (iv) develop and maintain business relationships with Referral Sources; and (v) acquire, compile and develop confidential and proprietary Customer and prospect lists and confidential information regarding Customers; (b) that the Company has a legitimate business interest in maintaining relationships and goodwill with its Customers, Prospects and Referral Sources, and not having those relationships and goodwill unfairly interfered with; (c) that the relationship between the Company and its past, present, and future Customers, Prospects and Referral Sources, and all rights, title, interest, goodwill and prospective business opportunities associated with such relationships, are and shall remain the sole and exclusive property of the Company; and (d) that all loan origination activities and activities to establish Customers and Referral Sources undertaken by Employee are conducted on behalf of the Company and the results, information, relationships, and product of all such activities and efforts shall remain the sole and exclusive property of the Company. The terms "Customers," "Prospects" and "Referral Sources" are further defined in Attachment A. During his or her employment and following his or her termination, resignation or separation of employment for any reason, Employee will not use or

disclose the Company's Trade Secret information to directly or indirectly (whether on the Employee's own behalf, working with others, or on behalf of any other person, business or entity) to Solicit or attempt to Solicit any Customer, Prospect or Referral Source with respect to any "Mortgage-Related Product or Service" (as defined in Attachment A). The Company considers "*Customer and Application Information*," "*Customer Inquiry Information*," "*Company Financial Information*," "*Company Operations Information*," "*Loan Pricing Information*," and "*Company Business, Marketing and Advertising Information and Plans*," (as defined in Attachment A), among other types of information, to be protected Trade Secrets under applicable law.

19. Return of Company Property & Information. All "*Company Records*" and all "*Company Equipment*" (as those terms are defined in Attachment A) are and shall remain the sole and exclusive property of the Company (even if Employee is permitted to use such equipment from home or remotely). Upon the termination, resignation, or separation of employment for any reason, Employee shall immediately return and deliver to the Company all Company Records and Company Equipment in his or her possession, custody or control without demand from the Company (and even if Employee placed such Company Records and/or Company Equipment in the possession of others). Without limiting the foregoing: all lists, compilations and/or documents containing information pertaining to the Company's past or current Customers, the Company's prospective Customers, and the Company's employees (irrespective of the form or medium in which such information is stored) are the sole and exclusive property of the Company whether or not the list is compiled internally or purchased from outside the Company and whether or not the list or information concerning past or current Customers, prospective Customers, or employees is compiled or originated by the Employee. All Company Records and Company Equipment are to be used solely and exclusively for Company business purposes and for no other purpose and will be monitored and inspected by the Company on a regular basis, and by signing this Agreement, Employee hereby consents to such monitoring and inspection. Any Company Records or Company information/data stored on Employee's personal computer (or any other non-company device) remains the Company's property and is subject to inspection and retrieval by the Company, and shall be returned to the Company in the event Employee is no longer employed by the Company for any reason. The Company is not responsible for nor required to search for, parse, save or return to the Employee any non-Company or personal information or data stored on Company Equipment (including, but not limited to, a Company assigned laptop computer or home computer) and all such information is subject to inspection and retrieval by the Company. If Employee is permitted to access the Company's computer network from home or elsewhere, either on his or her own computer or a Company provided computer, Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other persons have access to or can gain access to the Company's network or any Proprietary & Confidential Information. The Company reserves all rights to terminate access to its Company's computer network at any time for any reason. Employees utilizing their own office equipment (*e.g.*, computers) are responsible for obtaining their own insurance to insure against any loss to such equipment. Employee is responsible for, and hereby agrees to reimburse the Company for, the full replacement cost for any and all Company Equipment assigned to Employee that is lost, misplaced, stolen, damaged, or destroyed, if Employee cannot produce the Company Equipment when requested by the Company, or if Employee fails to immediately return the Company Equipment after he or she is no longer employed by the Company for any reason. Employee may not lend or transfer Company Equipment to anyone, and Employee accepts full responsibility for doing so. All phone numbers and URLs assigned to the Company Equipment, and all data, calls and messages received by such devices are, and shall remain, the sole and exclusive property of the Company. The obligations in this Section 23 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason(s).

20. Communications. The Employee hereby agrees as follows:

(a) Media & Press Inquiries. All news, media and press inquiries pertaining to the internal business affairs of the Company or any of the Company's leaders shall be treated as Proprietary & Confidential Information and all such inquiries shall be directed to the Company's CEO. Employee is not permitted to make any public statement on behalf of the Company, or to express the views or opinions of the Company in any public statement, without the express written permission of the Company.

(b) Non-Disparagement. The Company has internal procedures for complaints and disputes to be addressed and resolved. Employee will not (nor will Employee cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company or its products, services, policies, directors, officers, owners, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). Employee agrees to provide full cooperation and assistance in assisting the Company to investigate such statements if the Company reasonably believes that Employee is a source of or has information pertaining to such statements. The foregoing does not apply to legally privileged statements made to governmental or law enforcement agencies.

(c) Media Use. As a condition of employment, Employee agrees that the Company may use and reuse, both during and after his or her employment, Employee's name, photograph, image, likeness (including caricature), voice, performance, and biographical information in its current or future internal and external training, advertising and recruiting media (including, but not limited to, internet, film, video, audio, cable, television, radio, print, digital or other broadcast media) in connection with any promotion, marketing or advertising of the Company or its products or services, or for recruiting purposes, without any additional consideration being paid.

(d) Communication With Counsel. From time to time, Employee may be requested to prepare reports, gather data for, or communicate with the Company's legal counsel. Such reports, data and communications are confidential and protected by the attorney-client privilege or the attorney work product doctrine. Employee is not permitted to, nor does Employee have the authority to, disclose such information or waive any such privileges or protections. Employee shall follow the lawful advice, counsel and instructions of the Company's legal counsel to ensure that all such privileges and protections are preserved.

(e) Disclosure of Employee Obligations. Employee authorizes the Company to notify his or her future employers of the terms and Employee obligations under this Agreement.

(f) Survival. The obligations in this Section 20 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason.

21. Remedies for Breach of Post Employment Covenants. Employee agrees and acknowledges that (a) the promises, agreements, obligations and covenants he or she has undertaken in this Agreement have been agreed to freely, voluntarily and without duress as a reasonable condition precedent to employment and continued employment with the Company and that they do not impose undue hardship on the Employee; (b) any violation or breach of the Employee's employment obligations and/or post-employment obligations set forth in Sections 15 through 20, inclusive, will result in irreparable injury to the Company for which no adequate remedy at law may be available; (c) Employee consents to the issuance of a temporary restraining order and injunction prohibiting any conduct by Employee in

violation of this Agreement without the requirement of posting a bond, the same being waived by Employee; and (d) a restraining order or injunctive relief shall not be the Company's exclusive remedy for violation of these covenants or for violation of any other terms and conditions contained in this Agreement. Employee's promises, agreements, obligations and covenants set forth in this Agreement shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason.

22. Absence of Conflicts. Employee hereby expressly represents and warrants to the Company that: (a) Employee is not bound by any other agreement, whether written or oral, which would preclude Employee from entering into this Agreement and working for the Company; (b) Employee's performance of all the terms of this Agreement and his or her duties and responsibilities as an employee of the Company will not breach any invention or non-disclosure agreement with any other person or entity (including, but not limited to, any former employer); and (c) Employee will not bring to the Company or use in the performance of his or her responsibilities for the Company any property of a former employer that would not generally be available to the public or that has not been legally transferred to the Employee or that Employee is not legally permitted to use. In the event Employee breaches the foregoing representations and warranties, Employee will indemnify and hold the Company harmless from any damages, loss or liabilities (including, but not limited to, reasonable attorney's fees) suffered by the Company in defending any lawsuit brought against it due to your employment or on account of any material, information or Trade Secrets improperly used by Employee.

23. Wrongful Employee Conduct. As a regulated financial institution the Company maintains strict policies against the commission of and/or participating in (through action or inaction) any type of fraud; misrepresentation; falsification; forgery; fabrication; false witnessing, notarization, or execution of documents (whether handwritten, by copy or electronically); false alteration of documents or records; and the submission of data or input of information known to be false or misleading (together "*Mortgage Related Misrepresentations*"). Employee agrees that, as a condition of his or her employment, Employee will not directly or indirectly engage in or participate in (through action or inaction) any type of Mortgage Related Misrepresentation and Employee shall indemnify and hold the Company harmless from any damages, loss or liabilities (including, but not limited to, reasonable attorneys' fees) incurred by the Company as a result of his or her breach of this Section 23, any other breach of this Agreement, and any other breach of duties owed to the Company. Employee: (a) will, at all times, conduct himself or herself and his or her business and affairs in accordance with all terms of this Agreement, applicable law, and with professionalism and civility, and (b) shall not, directly or indirectly, engage in any illegal activities or willful misconduct in connection with his or her employment with the Company whether such activities are conducted on the Company's premises or not. The obligations in this Section 23 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason.

24. Governing Law & Limitation of Actions. This Agreement shall be construed in accordance with the laws of the State of Michigan. To the extent permitted by applicable law, any legal or administrative action or lawsuit: (a) relating to or arising out of this Agreement; (b) relating to the termination, resignation, or separation of Employee's employment; or (c) relating to or arising out of Employee's employment relationship with the Company (including, but not limited to, any and all claims for compensation, commissions, employment discrimination, harassment or claims based upon a violation of any other employment-related state, federal, labor or common law); must be commenced (if at all) within one (1) year after the date Employee knew or should have known that the claim accrued (whichever is the first to occur) or within the applicable statutory limitations period, whichever time period is shorter. Employee acknowledges and voluntarily waives any statutes or periods of limitations to the contrary and specifically acknowledges that the time period of one (1) year is reasonable. Employee consents to the jurisdiction and exclusive venue of the Oakland County Circuit Court or the U.S. District

Court for the Eastern District of Michigan, Southern Division, in connection with any claim or dispute: (i) relating to or arising out of this Agreement; (ii) relating to the termination, resignation, or separation of Employee's employment; or (iii) relating to or arising out of Employee's employment relationship with the Company (including, but not limited to, any and all claims for compensation, commissions, employment discrimination, harassment or claims based upon a violation of any other employment-related state, federal, labor or common law). In the event that the Company prevails, in part or in whole, in the enforcement of Employee's post-employment obligations set forth in this Agreement, Employee shall pay and reimburse the Company for all costs and fees (including, but not limited to, reasonable attorneys' fees) incurred by the Company in any proceeding to enforce the Agreement (including but not limited to attorneys' fees incurred before a lawsuit is commenced). The prevailing party in all other legal actions between the parties shall be entitled to reimbursement of his, her or its costs and fees (including, but not limited to, reasonable attorneys' fees).

25. Waiver of Jury Trial. THE COMPANY AND EMPLOYEE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT AND THE EMPLOYMENT RELATIONSHIP BETWEEN THE PARTIES.

26. Fiduciary Responsibility. Employee hereby acknowledges and agrees that all funds coming into Employee's possession from Customers and/or others as consideration for services performed by or through the Company, shall be received by the Employee in a fiduciary capacity and be held by the Employee in trust for the Company and shall immediately be remitted to the Company. If any such funds are not promptly remitted to the Company, the Company shall have a first lien upon all compensation due or sums which may become due Employee to the extent of such funds which were not remitted. The Company is hereby authorized and empowered to deduct from any compensation or sums due Employee the entire amount of funds not properly remitted by the Employee either before or after the termination of this Agreement. Furthermore, the Company shall have the right to collect any funds due the Company, and have the right to set-off and recoup any amount which the Employee owes the Company from any future compensation or sums due Employee, regardless of source.

27. Branch Operation Agreement. The Branch Operation Agreement for the Branch Office (as defined therein) is attached hereto as **Attachment C** and incorporated herein by this reference, as the same may be amended from time to time (the "***Branch Operation Agreement***"). The Employee hereby agrees and acknowledges that he or she: (a) is in receipt of the Branch Operation Agreement; (b) has reviewed and understood the Branch Operation Agreement; and (c) shall perform the obligations of the Branch Manager identified in the Branch Operation Agreement. In the event of a conflict, inconsistency and/or ambiguity between the terms of this Agreement and the terms of the Branch Operation Agreement, the terms of this Agreement shall be deemed to control, except that the Branch Operation Agreement shall solely govern the establishment and operation of the Branch Accounts (as defined therein).

28. Miscellaneous.

(a) **Severability.** If, for any reason, any provision or part of this Agreement is determined by a court or agency of competent jurisdiction to be contrary to law or otherwise invalid, the remaining provisions or parts of this Agreement shall constitute the agreement between the Employee and the Company. If a court or agency determines that all or any part of this Agreement's restrictive covenants are unreasonable or unenforceable, Employee expressly agrees to be bound by a less restrictive covenant or provision subsumed within the stated covenants and provisions as shall be permitted by law and which a court shall specifically enforce.

(b) Non-Assignability. Neither this Agreement nor any right or interest created hereunder shall be assignable by Employee to any person, business or entity (including Employee's beneficiaries and legal representatives) other than to the Company, without the prior express written approval of the CEO of the Company. This Agreement is assignable by the Company.

(c) Binding Effect. This Agreement shall be binding upon the Employee and the Company, and their successors and assigns. Employee's signature below constitutes conclusive evidence of his or her intent to be bound by this Agreement. Employee specifically acknowledges and agrees that his or her assent to this Agreement is a precondition to his or her initial and ongoing employment with the Company, and that Employee's employment with the Company, for however long, provides valuable, sufficient and legally binding consideration for this Agreement. The benefits conferred, duties undertaken and the promises made under this Agreement are solely for the benefit of the Employee and the Company, and not for the benefit of any other person who is not a party to this Agreement.

(d) Entire Agreement. Employee agrees that this is the entire agreement between the Employee and the Company as to those matters described in this Agreement, and that any prior or contemporaneous understandings, arrangements or agreements are superseded by this Agreement and are rendered null and void, except that if this Agreement is invalidated or found to be unenforceable in total, the Employee agrees to be bound by the terms of any employment agreement with the Company in effect on the day prior to the Effective Date of this Agreement. Employee agrees that he or she did not rely on any oral representations that are not expressly set forth in this Agreement in deciding to enter into this Agreement.

(e) No Modifications. Employee agrees that no modifications to this Agreement will be binding upon the Company unless in writing and signed by the CEO of the Company. No person other than the CEO of the Company has the authority to modify this Agreement on behalf of the Company. Employee handbooks, policy manuals, compensation plans, plan summaries and the like, which may be distributed to Employee during the course of his or her employment, shall not be construed as modifying or superseding this Agreement, or in any way altering Employee's at-will employment relationship with the Company.

(f) Section Headings. The headings or catch lines of a section or paragraph are not intended to be part of the substantive text of the Agreement and may not be used to construe the Agreement more broadly or more narrowly than the text indicates.

[Signatures contained on following page]

READ THIS AGREEMENT BEFORE SIGNING

As evidenced by Employee's signature below, Employee hereby acknowledges that he or she has read and understood all of the terms and conditions of this Agreement, that Employee agrees to the terms and conditions of this Agreement, and that this Agreement is binding upon Employee in accordance with its terms.

"Company"

"Employee"

Shore Financial Services, Inc.,
d/b/a Shore Mortgage,
a Michigan corporation

By: _____

Katherine L. Welty

Its: Chief Executive Officer

Dated: _____, 2010

Attachment A
Definitions Incorporated Into Employment Agreement

“**Company**” is defined in Section A; however, for purposes of this Agreement, “Company” also includes Shore Mortgage Affiliates, Shore Affiliates, UWMCO, UWM, Complete Mortgage Training School, Complete Real Estate School, Shore Marketing, Shore Income Tax Services, United Wholesale Mortgage, Inc., United Wholesale Mortgage and Shore Mortgage, and any related, associated or affiliated entities, companies or businesses.

“**Company Equipment**” means all offices, office space and office furniture, office supplies and equipment (including, but not limited to, pagers, phones, cell phones, voice mail systems and voice mails, fax machines and faxes, email systems and emails, copy machines and copiers, printers and documents printed, blackberries, personal data assistants, communication devices, keys, badges, credit cards, lists, computers, laptops, computer servers, computer diskettes, rolodexes, planners, calendars, automobiles, tapes, disks, compact disks, digital video disks, flash memory, computer parts, software, modems, telecommunication equipment, security tokens, and the like) and any related services or applications (including, but not limited to, voice or data phone service, internet service, text messaging service, email services, computer networks, cable services, and the like) directly or indirectly obtained by the Company for use by Employee or furnished to Employee by the Company.

“**Company Records**” means all documents, records, memos, e-mails, text messages, instant messages, chat, voicemails, faxes, rolodexes, planners, letters, reports, files (including, without limitation, copies of applications, appraisals, credit reports, loan documents, verifications of employment, and files maintained by Employee or by others in the Company), data, information, Proprietary & Confidential Information, compilations, books, manuals, handbooks, training materials, presentations, financial reports, loan production reports, quality control reports, customer relations complaint files, employee lists, client/customer lists, prospect lists, or reports received from, sent to or pertaining to the Company, the Company’s Customers or containing Company information (irrespective of the form or medium in which such information is stored (including, but not limited to, hard-copies, electronic copies or files, text, audio, image, photos, and/or video files) and all originals and all copies thereof).

“**Customer**” means a person who, at any time, directly or indirectly, inquired about obtaining a loan from the Company or was solicited by anyone from Company with regards to obtaining a loan; inquired about obtaining a loan or applied for a loan through a third-party aggregator of such inquiries or applications (e.g., Lending Tree) and whose inquiry or application was provided to the Company; inquired about obtaining a loan, applied for a loan or closed a loan with an affiliated company and whose inquiry or information was provided to the Company; inquired about obtaining a loan from a broker or lender with whom the Company has a broker-wholesale or other relationship; or has closed a loan with the Company. (Customer includes all applicants, borrowers, co-borrowers, co-signers, and all other persons making inquiries to or referred to the Company, whether or not Employee procured, made initial contact with or interacted with the person).

“**Intellectual Property & Inventions**” means all of the Company’s intellectual property (and rights to such property) including, but not limited to: (a) trademarks, logos, trade names, copyrights, copyrightable works, works of authorship, non-copyrightable works, patents, domain names, compilations of Customer and prospect information, database rights, computer programs, source code, object code, applications, data, programs, website/web-pages design, functionality and optimization, designs, phone numbers, pager numbers, fax numbers, cell phone numbers, email addresses, domain names, and accounts, and the like; (b) “**Trade Secrets**” as defined under applicable law, including, without limitation, formulae, patterns, compilations, programs, devices, methods, business methods, methodologies, algorithms, know-how, formulas, techniques, or processes from which the Company derives independent economic value (actual

or potential) from such information not being generally known to the public or to other persons who can obtain economic value from it; and (c) “**Inventions**” including discoveries, improvements, processes, developments, designs, inventions, works of authorship, trade secrets, technology, mask works, circuits, layouts, algorithms, computer programs, source code, object code, formulas, compositions, ideas, designs, processes, techniques, know-how and data, whether or not patentable.

“**Line of Business**” means (a) a person, business or entity that markets, brokers, buys, funds, originates, processes, closes, wholesales, retails and/or services mortgage loans; (b) a person, business or entity engaged in providing mortgage lending services, including, but not limited to, the marketing, brokering, funding, originating, processing, closing, funding, servicing and/or wholesaling of mortgage loans; and (c) a person, business or entity providing mortgage lending related services, including, without limitation, mortgage banking services, mortgage brokering services, informational services pertaining to loans and/or real estate, lead aggregation services pertaining to loans and/or real estate, credit counseling or repair services, real estate brokerage services, mortgage loan wholesaling, title agent services, escrow services, settlement services and/or closing services, whether offered on the internet or elsewhere.

“**Mortgage Related Product or Service**” means any and all: (a) mortgage loans; (b) mortgage lending services (including, but not limited to, the marketing, brokering, funding, originating, processing, closing, funding, servicing and/or wholesaling of mortgage loans); and (c) mortgage lending related services, including, without limitation, mortgage banking services, mortgage brokering services, credit counseling or repair services, informational services pertaining to loans and/or real estate, lead aggregation services pertaining to loans and/or real estate, real estate brokerage services, mortgage loan wholesaling, title agent services, escrow services, settlement services and/or closing services, whether offered on the internet or elsewhere.

“**Outside Business Activities**” means that Employee (whether for remuneration, investment purposes or for some other past, present or future monetary benefit): (a) is an owner, shareholder, unit/rights holder, member, partner, proprietor or investment property owner with respect to a for-profit business enterprise (including, without limitation, a proprietorship, partnership, limited partnership, limited liability company, corporation, joint venture, association or real estate ownership/holdings); (b) has a legal or beneficial interest in or arrangement with a for-profit business enterprise (*e.g.*, receive remuneration for the referral of business); (c) is a director, officer, executive, employee, member, manager, partner, consultant, independent contractor, or advisor with respect to for-profit business enterprise; (d) is providing services to or acting in some other capacity such as a consultant or through a staffing company or employee leasing company, with respect to a for-profit business enterprise. The foregoing does not apply to publicly traded companies in which the Employee has less than a five (5%) percent ownership interest or non-profits entities (such as charitable or religious organizations).

“**Proprietary & Confidential Information**” means: (a) non-public information relating to or regarding the Company’s business, personnel, Customers, operations or affairs; (b) non-public information which the Company labeled or treated as confidential, proprietary, secret or sensitive business information, or which Employee reasonably knows or should have known is or should be treated as confidential and/or proprietary information; (c) information that is not generally known to the public or others in the industry and gives the Company a competitive advantage; (d) information that is expensive and/or burdensome to compile or is compiled through proprietary methods, whether compiled by the Company or acquired as such; (e) all non-public Customer, applicant and prospect information; (f) Trade Secrets of the Company; (g) non-public information pertaining to the Company’s Intellectual Property & Inventions; and (h) information that was otherwise Proprietary & Confidential Information of the Company but which was disclosed or disseminated in violation of this Agreement. “Proprietary & Confidential Information” includes, but is not limited to, the following categories of information, irrespective of the medium in

which it is stored (e.g., hardcopy, electronic file, database, digitally, on disk, in memory, in a document, email, voicemail, wave file, etc.) and irrespective of whether it is the original, duplicate or in draft form:

- Customer and Applicant Information including, but not limited to: all Customer or applicant loan file information (including personal duplicate or shadow files), personal and/or financial information of Customers or applicants, including phone numbers, credit scores, financial information, appraisals, tax returns, cell phone numbers, home addresses, and email addresses; all application information and loan approval/denial status; and all lists, data and compilations pertaining to Customers and applicants of the Company;
- Customer Inquiry Information including, but not limited to, all information submitted by a Customer or applicant; all lead information; all data and compilations pertaining to prospects, leads, and inquiries; all information pertaining to the sources of inquiries or leads; and conversion information (whether or not any of such information is originated by the Company or obtained through outside sources);
- Company Financial Information including, but not limited to, the Company's financial, revenue, cost, tax, banking, sales, compensation, expenses, budgets, forecasts and margins data, metrics and information; financial statements, balance sheets, and general ledger reports, data and work papers; "Loan Pricing, Information" (i.e., formulas, margins, methodologies by which the Company determines par pricing, buy-downs/buy-ups, discount points, loan interest rate structure, etc. in relation to secondary market transactions); hedging, sales, hedging information data, and metrics; annual or semi-annual reports; audit and un-audited financial information; internal and external audit reports; credit, accounting information, and marketing information, metrics and data, reports and information pertaining to loan origination and closings, business marketing and product plans; business strategies, expense reports, advertising budgets and plans, methods of operation, expansion plans, data, and data compilations; information concerning financial arrangements with outside lending institutions and investors; the identity of and terms of agreements and contracts with vendors and suppliers;
- Company Business, Marketing and Advertising Information and Plans including, but not limited to: the Company's training and operations manuals and materials; training recordings and videos; need analysis techniques; templates and methodologies; marketing plans, strategies, analysis, compilations, metrics, summaries, predictions, projections; marketing and advertising budgets, expenses, costs and plans; all web-related data and metrics including web performance, hits, visits and conversion ratios; all data and metrics on any and all lead and call sources, lead source mix, and contract terms; marketing related intellectual property, trade secrets and know-how; prospective business opportunities, investments, mergers, acquisitions, and/or business combinations involving the Company (or any officer, director or executive thereof); information and lists concerning Referral Sources, computer programs, internal business reports (including, without limitation, pipeline reports, lock/expiration reports, closed loan reports, warehousing reportings, application aging reports, and the like);
- Company Operations Information including, but not limited to, the Company's individual and aggregate loan data or loan underwriting information, loan servicing data, loan origination data, conversion rates, fallout rates, loan pricing information and loan sales data, loan pricing information, policies and plans, hedging policies, methodologies, vendor information, agreements and lists, plans, research, ideas, inventions and concepts;
- Company Computer and Network Information including, but not limited to, the Company's passwords, codes, processes, methods, technology, software, and hardware; security systems;

projects and development plans; research, engineering or technical expertise; designs, drawings, diagrams, flow charts, schematics, specifications, methods, techniques, processes and procedures; and network and computer hardware configurations, peripherals, telecom, voice and data networks, network systems and devices, and software products (including software in various stages of development and design);

- Personnel Information including, but not limited to, all personnel lists, rosters, personal information of co-workers, managers, executives and officers; handbooks; personnel files; and personnel information such as home phone numbers, cell phone numbers, addresses, and email addresses;
- Personal Information Pertaining to Company Executives and Officers including, but not limited to, personal and family information, personal financial information, investment and investment opportunities, background information, personal activities, information pertaining to the work and non-work schedules, contacts, meetings, meeting attendees, travel, home phone numbers, cell phone numbers, addresses, and email addresses;
- Proprietary & Confidential Information Pertaining To Related Companies including, but not limited to, Shore Mortgage Affiliates, Shore Affiliates, UWMCO, UWM, Complete Mortgage Training School, Complete Real Estate School, Shore Marketing, Shore Income Tax Services, United Wholesale Mortgage, Inc., United Wholesale Mortgage and Shore Mortgage, or any related or affiliated companies or business opportunities that Employee acquires knowledge of during the course of Employee's employment under this Agreement;
- Information Provided By Or Pertaining To Third-Parties with whom the Company has entered into a non-disclosure agreement obligating the Company and its employees to treat and maintain the confidentiality of the information provided by such third-party person, business, or entity; and
- All Internal Company Communications including, but not limited to, memos, presentations, emails, voicemails, faxes, postings, instant messages, text messages, intranet website content, and web-casts.

“Prospect” means a person contained within the Company's then-current lead, prospect, or mortgage inquiry databases as of the date of Employee's termination, resignation or separation of employment, or contained in such databases at any time within one (1) year immediately preceding Employee's termination, resignation or separation of employment (whether or not Employee procured or made initial contact with the person).

“Referral Source” means any person, business or entity with whom the Company has an established relationship as of the date Employee leaves the Company from which the Company directly or indirectly derives leads, referrals, prospects, applications, or a marketing/advertising benefit (whether or not you procured or made initial contact with the person).

“Solicit” for purposes of Section 17 of the Agreement, includes, but is not limited to any contact, written or oral communication, statements or dialogue with a person through any form of communication (whether initiated by Employee or by any other person) in which Employee directly or indirectly: (a) recruits the employment of a person; (b) suggests, asks or induces a person to apply for employment with another person, business or enterprises; (c) suggests, asks or induces a person to change or end their employment relationship with the Company; (d) inquires whether a person is seeking employment or interested in applying for employment, changing jobs, moving, or changing or ending their employment; (e) makes communications concerning employment opportunities or a person's employment terms,

conditions, or pay: (f) inquiries whether a person knows of any other third person who is seeking employment (*e.g.*, solicits a person to refer employment or business opportunities); and/or (g) any similar statements, inquiries or activities. To “solicit” includes assisting or working with others, directly and indirectly in conducting the foregoing activities.

“*Solicit*” for purposes of Section 18 of the Agreement, includes, but is not limited to, any contact, written or oral communication, statements or dialogue with a person through any form of communication (whether initiated by Employee or by any other person) in which Employee directly or indirectly: (a) suggests, asks or induces a person to: (i) obtain a Mortgage-Related Product or Service from another person, business or enterprise; (ii) conducts business related to Mortgage-Related Products or Services with another person, business or enterprise; (iii) expresses an interest in obtaining Mortgage-Related Products or Services with another person, business or enterprise; or (iv) changes or ends their business relationship with the Company; (b) inquires whether a person is seeking or interested in a Mortgage-Related Product or Service from another person, business or enterprise; (c) inquires whether a person knows of any other third person who is seeking a Mortgage-Related Product or Service (*e.g.*, solicits a person to refer business opportunities); and/or (d) any similar statements, inquiries or activities. To “solicit” includes assisting or working with others, directly and indirectly in conducting the foregoing activities.

Attachment B

Compensation Schedule

Employee shall be compensated by the Company as follows (check boxes which apply):

Loan Officer Employees: For the services rendered by a sales Employee working at a Branch Office operated by the Company under this Agreement, the Company agrees to pay the Employee:

- an annual salary of \$_____ payable in approximately equal bi-monthly installments in accordance with the Company's payroll practices; or
- an hourly wage of \$_____, payable in approximately equal bi-monthly installments in accordance with the Company's payroll practices; or
- an annual salary of \$_____ payable in approximately equal bi-monthly installments in accordance with the Company's payroll practices, plus ___ (__) percent of the loan origination fees, service release premiums, and charges by the Branch Office to the borrower with respect to all FNMA and FHLMC mortgage loans originated by the Employee, except fees due to third parties, including but not limited to appraisal fees, title fees and sums payable to the Company under its agreement with the Branch Manager, and the employee shall be an exempt employee within the meaning of applicable law.

The salary, wages and/or commission payable to the Employee be increased or decreased as circumstances dictate, in the sole and exclusive discretion of the Company, upon notice to Employee.

Operational Employees: For the services rendered by an Employee performing operational services at a Branch Office of the Company under this Agreement, the Company agrees to pay the Employee:

- an annual salary in the amount of \$_____, plus overtime; or
- an hourly rate of \$_____ payable in approximately equal bi-monthly installments in accordance with the Company's payroll practices.

This amount may be increased or decreased as circumstances dictate, in the sole and exclusive discretion of the Company.

All Employees: Only the section and subsection of this Exhibit "A" which are checked above shall apply to the Employee and the other alternative sections shall be deemed to be stricken and of no force and effect. Employee understands and acknowledges that the Company, or its payroll service, will deduct from the gross amount of commissions or compensation payable to the Employee all federal withholding taxes and other deductions which an employer is required by law to withhold from compensation payments to employees. Employee agrees to notify the Company within fourteen (14) days following the receipt of any compensation or commissions payable hereunder in the event that the Employee believes that any such payment is in error, and in default thereof, all claims and damages arising therefrom are hereby waived and forfeited. It is expressly agreed and understood by the Company and Employee that if the Employee is paid by commission or bonus, either in whole or in part, the Company shall have the right to set-off against the compensation and/or commissions payable to the Employee, all uncollected fees, costs and expenses which the Employee was responsible for collecting, including, without limitation, advertising expenses, promotional fees, chargebacks, and fees and costs which should have

been collected by the Employee, such as appraisal fees, credit report charges, application fees, and similar costs and/or charges (collectively "**Costs**"). Accordingly, the Company reserves the right to withhold Employee's final paycheck and/or commission paycheck for a reasonable period as determined by the Company to establish whether all Costs associated with Employee's sales have been accounted for properly. Furthermore, Employee acknowledges and agrees that he or she shall not be entitled to receive any additional compensation in the form of extra pay and/or bonuses, unless Employee is actually employed by the Company upon the disbursement date of said additional compensation. The Company agrees to provide and maintain for Employee those fringe benefits, if any, which the Company, in its sole and absolute discretion, deems appropriate for the Employee, as are consistent with the fringe benefits provided to other employees of Company performing similar work on a full time basis.

Attachment C
Branch Operation Agreement

Branch Identification No. _____

Employee Initials: _____