

BRANCH OPERATION AGREEMENT

THIS BRANCH OPERATION AGREEMENT (“*Agreement*”) is made and entered into as of this ___ day of _____, 2010, by and between Shore Financial Services, Inc., a Michigan corporation, d/b/a Shore Mortgage (the “*Company*”), with its office located at 770 S. Adams Road, Birmingham, Michigan 48009 and _____ (“*Branch Manager*”), whose address is _____.

RECITALS:

WHEREAS, the Company is a national mortgage lender and has hired the Branch Manager pursuant to an employment agreement of even date herewith (the “*Employment Agreement*”) to operate a Company branch office at _____ (the “*Branch Office* ”); and

WHEREAS, Branch Manager has experience in the business in which the Company is engaged and desires to receive further training from the Company and assume the duties and obligations of the branch manager of the Branch Office of the Company; and

WHEREAS, the Company and Branch Manager desire to memorialize the terms and conditions of their Agreement pursuant to which the Branch Manager will operate the Branch Office for the Company;

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

ARTICLE I **DUTIES & OBLIGATIONS OF BRANCH MANAGER**

1.1 Effective Date: This Agreement shall become effective on the date it is signed by an authorized officer of the Company (the “*Effective Date*”). The Company shall not be bound by this Agreement or any Employment Agreement until after the Effective Date. Branch Manager and Branch Personnel (as defined below) shall not undertake any activities on behalf of the Company pursuant to this Agreement or any Employment Agreement, including, without limitation, soliciting, originating, funding, processing or brokering residential mortgage loans until Branch Manager receives written authorization to do so from an authorized officer of the Company.

1.2 Duties & Obligations: The Branch Manager shall competently and properly perform the duties and obligations of the Branch Manager set forth in this Agreement, as well as such other duties as the Company’s board of directors may request from time to time. Branch Manager and Branch Personnel shall participate in such training and continuing education activities as the Company shall require. During the term of this Agreement, Branch Manager and Branch Personnel shall not: (a) solicit, canvass, or accept any employment, business or transaction from any third party, other than an affiliate of the Company; or (b) sell to or accept compensation for mortgages from any source other than the Company.

1.3 Work For Hire Basis: Branch Manager and Branch Personnel acknowledge that the Company will have and retain exclusive ownership of all property rights, including, without limitation,

Confidential Information (defined below), patents, trademarks, copyrights, and all other proprietary information and work product provided by the Company, or developed by or for Branch Manager or Branch Personnel during the term of their employment with the Company. Branch Manager and Branch Personnel understand and agrees that all loan files originated by Branch Manager or other employees of the Company assigned to work at the Branch Office ("**Branch Personnel**") are the sole and exclusive property of the Company. Branch Manager and Branch Personnel agree to submit to the Company all loan requests and applications acquired, received or prepared by Branch Manager or Branch Personnel during the term of this Agreement. No mortgage loan may be transferred without the written consent of an authorized officer of the Company.

ARTICLE II

BRANCH OPERATIONS

2.1 Branch Operations: Branch Manager and Branch Personnel will conduct business at the Branch Office solely under the name and style of "Shore Mortgage" and shall not utilize any other names or symbols in connection with the Company's name. Branch Manager and Branch Personnel will exercise their best efforts and devote all of their time and attention to soliciting, originating, producing, processing, funding and brokering of residential mortgage loans through the Company or the Company's designated investors in order to produce quality loans for the benefit of the Company.

2.2 Use of Name: Branch Manager and Branch Personnel acknowledge the Company's ownership of the tradenames and service marks "Shore Financial Services", "Shore Mortgage", "Shore", "United Wholesale Mortgage" and "UWM", and agree that the Company's marks are famous for purposes of the Federal Trademark Dilution Act and all other applicable state anti-dilution laws. During the term of this Agreement only, Branch Manager and Branch Personnel shall be permitted to use the name "Shore Mortgage" to the extent that they are acting as an authorized representative of the Company. Following the termination of this Agreement, Branch Manager and Branch Personnel shall immediately discontinue the use of the name "Shore Mortgage" or any derivation thereof in connection with any business which is engaged in the same or similar business as the Company. Branch Manager and Branch Personnel shall not use any of the Company's tradenames and/or service marks in marketing or promoting the Branch Office or business conducted therein without first securing the written consent of the Chairman of the Board of Directors, Chief Executive Officer, President or Vice President of the Company (each an "**Authorized Officer**").

2.3 Branch Personnel: Branch Manager shall be responsible for locating and recommending qualified employees as may be necessary for the operation of the Branch Office. Branch Manager understands and acknowledges that all potential candidates for employment by the Company: (a) must complete the Company's employment application materials; (b) must be screened by the Company; (c) shall be subject to back ground checks, including, without limitation, criminal record, driving record and credit record; (d) shall be subject to drug testing at any time without advance notice; and (e) will be required to sign the Company's standard employment agreement. Branch Manager may not hire anyone for any position at the Branch Office without the written authorization of an Authorized Officer of the Company. The Company may implement reasonable fees payable by the Branch Office for pre-employment screening of candidates for employment recommended by Branch Manager. The Branch Manager shall train, supervise and monitor the activities of all Branch Personnel. Branch Manager will closely and thoroughly review all transactions, information and documents submitted to the Company or the Company's investors by Branch Personnel and take all reasonable steps necessary to assure that the same are complete, accurate and true. Branch Manager will take all steps necessary

to ensure that Branch Personnel, including the Branch Manager: (i) are duly licensed in each state in which they are soliciting business; and (ii) comply fully with the obligations of Branch Personnel set forth in this Agreement and under the Governing Laws & Regulations (defined below). Branch Manager and Branch Personnel shall promptly report to the Company in writing any illegal acts, unethical conduct, violations of the Governing Laws & Regulations, and violations of Company Policies (defined below) and procedures by the Branch Manager or Branch Personnel. Branch Manager will take all reasonable steps to ensure that Branch Personnel will not engage in any professional activity other than soliciting, originating, processing, funding and/or brokering residential mortgage loans through the Company exclusively for the Company.

2.4 Compliance with Company Policies: Branch Manager and Branch Personnel agree to fully comply with all policies and procedures of the Company, including, without limitation, any employee handbook, employee manual or branch office manual, as the same may be implemented, amended and/or restated from time to time (collectively the “*Company Policies*”), and further agrees to utilize his or her best efforts to ensure that all Branch Personnel fully comply as well. All such Company Policies and procedures are subject to change or revocation at any time in the Company’s sole and absolute discretion without advance notice. The Company may post changes to Company Policies on the Company’s Internet website or transmit same to the Branch Manager and Branch Personnel via electronic mail and Branch Manager and Branch Personnel shall be responsible for: (a) regularly checking the Company’s website for changes; and (b) promptly implementing any changes in Company Policies received.

2.5 Compliance with Law: Branch Manager and Branch Personnel represent and warrant to the Company that they have full knowledge of all current and future policies, conditions, rules, regulations, ordinances and laws of all local, state and federal governmental or regulatory authorities having jurisdiction over them, the Branch Office or the business of residential mortgage lending (“*Governmental Authorities*”), including, without limitation: (a) the Real Estate Settlement Procedures Act (“*RESPA*”); (b) the Equal Credit Opportunity Act (“*ECOA*”); (c) the Security And Financial Empowerment Act (“*SAFE*”); (d) the Financial Services Modernization Act (“*FSMA*”); (e) the Fair Credit Reporting Act (“*FCRA*”); (f) the Fair Debt Collection Practices Act (“*FDCPA*”); (g) Fair Lending Regulations and Regulation Z; (h) the Housing and Economic Recovery Act of 2008 (“*HERA*”); and (i) those concerning underwriting conformity, compliance, and residential mortgage lending laws and rules of the federal government and the state in which the Branch Office is located, as well as the state in which the loan is being processed (collectively the “*Governing Laws & Regulations*”). Company shall have the unilateral right to alter any provisions of this Agreement as necessary to comply with Governing Laws & Regulations or the directives of Governmental Authorities. Any such changes shall be presented to the Branch Manager who will be required to conform and comply, and cause all Branch Personnel to conform and comply, to such Governing Laws & Regulations as reasonably interpreted by the Company’s counsel. Branch Manager will not engage, and will be responsible for assuring that no Branch Personnel engage, in any act for which any Governmental Authorities may impose any disciplinary action, censure or penalty of any kind against the Company, Branch Manager, or Branch Personnel, including, without limitation, revocation or suspension of licenses or licensees. Any and all losses sustained by the Company which result from the actions and/or omissions of Branch Manager or any Branch Personnel will be immediately debited from the Branch Operating Account. In addition Branch Manager and Branch Personnel may be criminally liable for acts of fraud or theft. Furthermore, in support of the Company’s efforts to prevent any illegal or unethical behavior by any Company employee, Branch Manager and Branch Personnel covenant and agree to promptly

report any such illegal or immoral act by any other Branch Manager or any employee of the Company which he or she observes to the Company's Quality Control Department. If the Branch Manager or Branch Personnel engage in telephone sales solicitations, they shall compare any call list prepared or acquired against the national do not call list registry and remove the names of all persons who are identified on the national do not call registry, and Branch Manager shall be solely responsible for any violations of do not call laws and regulations by Branch Personnel or occurring at the Branch Office .

2.6 Furniture, Fixtures & Equipment: Branch Manager may be required to purchase or lease adequate furniture, fixtures, equipment and computer software which shall be paid for out of the Branch Operating Account as reasonably required by the Company, in its sole and absolute discretion, in order to adequately equip the Branch Office and fulfill the Branch Manager's responsibilities under this Agreement.

2.7 Procedures & Guidelines: Branch Manager shall assure, warrant and represent that all Branch Personnel follow applicable underwriting guidelines in accordance with the Governing Laws & Regulations, comply with Company Policies, and maintain the Company's quality control procedures as identified in the Company's Quality Control Manual, which may be amended and/or superseded from time to time in the sole and absolute discretion of the Company. All mortgage loan leads and applications shall be promptly processed using the Company's loan origination system and software, which may be changed and modified from time to time in the Company's absolute discretion, unless an Authorized Officer shall approve the use of another loan origination system or software. Branch Manager and Branch Personnel understand that any closed mortgage loan file or denied mortgage loan file may be audited at any time by the Company or its representatives to assure accuracy and compliance with applicable quality guidelines, underwriting guidelines, and Governing Law & Regulations. The reasonable costs associated with such periodic audits shall be charged back to the Branch Operating Account. Branch Manager will generate potential home mortgage loan borrowers and shall actively supervise all Branch Personnel to assure the complete, proper, and accurate processing of all mortgage loan applications and documents on all mortgage loans, including without limitation, the use of due diligence to obtain supporting documents and information, proper ordering of all documents in a loan file, submission of each loan file in a timely manner, and any other steps necessary or appropriate to process mortgage loan applications, all in accordance with the Company Policies, procedures, underwriting guidelines, as well as standard industry practice and Governing Law & Regulations. Branch Manager shall be responsible for all fees, costs and/or expenses: (a) generated in relation to the Branch Office; and/or (b) authorized by the Branch Manager or Branch Personnel.

2.8 Limitations & Indemnity: Branch Manager and Branch Personnel are not officers or directors of the Company and are not authorized to incur any expenses, obligations or liabilities on behalf of the Company without the prior written approval of an Authorized Officer of the Company. Branch Manager and Branch Personnel shall not make any representations or warranties on behalf of the Company, either express or implied, except as authorized by the Company in writing, and Branch Manager and Branch Personnel shall not engage in any act or conduct which implies that they have any authority which is inconsistent with this Agreement or the Company Policies. Branch Manager and Branch Personnel agree to indemnify, defend and hold harmless the Company from and against all unpaid expenses, rent, actions, suits, proceedings, claims, damages, liabilities, judgments, collection costs and actual attorney fees asserted against the Company (collectively "**Damages**") in regard to the operation of the Branch Office, their actions and/or omissions in connection with the operation and/or

management thereof, and/or any breach or default by them under this Agreement, the Company Policies, or Governing Law & Regulations. The Company shall have the unqualified and unconditional right to offset against any compensation payable to Branch Manager or Branch Personnel, any and all such Damages suffered or sustained by the Company, and the exercise of such right shall not be considered to constitute a default in payment by the Company hereunder.

2.9 Licensing: The Company shall be responsible for securing all authorizations or qualifications necessary to conduct business in the state in which the Branch Office is located as well as all licenses required under the Governing Laws & Regulation, including, without limitation, the National Mortgage Licensing System (“*NMLS*”). If the state in which the Branch Office is situated requires the Branch Manager to hold an individual license to perform his or her duties hereunder, Branch Manager warrants and represents that he or she possesses all such licenses necessary to perform his or her duties under this Agreement, and is in good standing with all Governmental Authorities and in compliance with all Governing Laws & Regulations which govern the activities of the Branch Manager contemplated under this Agreement. All licenses required by the Branch Manager and Branch Personnel shall be an expense of the Branch Office and may be deducted by the Company from the Branch Operating Account. Branch Manager and Branch Personnel will not solicit, originate, process, fund or broker any loans for which they are not licensed. Branch Manager shall display all required licenses in a prominent location in the Branch Office which he or she is managing.

2.10 Complaints: Branch Manager and Branch Personnel shall immediately report in writing to an Authorized Officer of the Company any verbal or written complaints, lawsuits, investigations, charges and the like which concern the Branch Office, the Branch Manager, any Branch Personnel, or any loan, applicant, lender or investor serviced by the Branch Office.

ARTICLE III
COMPENSATION & BRANCH OFFICE ACCOUNTS

3.1 Compensation, Compliance & Withholdings: Provided that: (a) the Branch Manager or Branch Personnel seeking the payment of compensation in connection with a loan which he or she originated has not breached any term or provision of this Agreement; (b) the Company has received from the Branch Manager or Branch Personnel the complete loan file which is in accordance with Governing Law & Regulations; (c) the subject loan file has cleared the Company's post closing review process; and (d) the name of Branch Manager or Branch Personnel is listed on the uniform residential loan application form relative to the loan upon which Branch Manager or Branch Personnel seeks compensation; the Company will pay to the Branch Operating Account (defined below) the agreed compensation, which may be modified and amended from time to time in the sole and absolute discretion of the Company. Compensation shall be limited to origination charges, service release premiums and other lender compensation charged by the Branch Office on all mortgage loans and Branch Manager and Branch Personnel shall not otherwise be entitled to any other compensation from the Company unless otherwise agreed in writing. The Branch Manager shall have fifteen (15) days from the date a loan file was first submitted to the Company to bring the file in full compliance with all company policies as well as Governing Law & Regulations, and upon the failure, refusal and/or neglect to do so, any and all compensation payable in connection with such loan shall be automatically forfeited. If the employment of the Branch Manager or Branch Personnel claiming compensation is terminated for any reason prior to the satisfaction of all of the conditions identified in subsections (a) through (d), inclusive, above, all compensation payable in connection with such loans shall automatically be forfeited. The Company shall withhold from any compensation payable to Branch Manager or Branch Personnel all amounts that the Company reasonably believes it is required to withhold under Governing Law & Regulations, as well as an additional proportionate sum to reimburse the Company for the employers share of FICA, FUTA, SUTA, and other taxes, withholdings and charges related to payments to Branch Manager and Branch Personnel (collectively "***Withholdings***"). The Branch Office shall pay the employer's share of Withholdings customarily paid or withheld by employers related to payments made by the Company to the Branch Manager and Branch Personnel and such Withholdings shall be deducted by the Company from the Branch Operating Account (described below). The Company reserves the right to amend, change, alter and modify the compensation of the Branch Manager and all Branch Personnel upon ten (10) days prior notice, and any change shall apply to any and all applications currently in process or not currently funded.

3.2 Branch Operating Account:

(a) All Branch Offices will be provided with a branch operating account owned and controlled solely by the Company which shall be funded by the Branch Manager and the revenues generated by the Branch Office (the "***Branch Operating Account***"). This Branch Operating Account will be used to hold all operational funds of the Branch Office and will operate similar to that of a normal online bank account. The Branch Operating Account ledger will list all credits, debits, current account balance, available balance, as well as provide Branch Manager with a branch level profit and loss statement for the Branch Office. The Branch Operating Account will provide an accurate guide of the available funds for the daily operation of the Branch Office.

(b) Branch Manager will be required to submit all billings and invoices to the Company's corporate office for review and payment. The Company will pay all Approved

Expenses (defined below) of the Branch Office twice per month. Invoices for Approved Expenses received by the first (1st) day of the month are paid on the fifteenth (15th) of the month and invoices for Approved Expenses received by the fifteenth (15th) of the month shall be paid on the last day of the month.

(c) Branch Manager is required to maintain a minimum balance of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars in the Branch Operating Account at all times (the “**Minimum Balance**”). These funds will be used weekly to pay all costs of any kind incurred in connection with the operation of the Branch Office, and shall include, without limitation: (i) accounting fees; (ii) audit fees; (iii) credit reports; (iv) appraisal fees; (v) processing fees; (vi) document preparation fees; (vii) insurance; (viii) fees paid by the Company to close a transaction; (ix) marketing fees; (x) weekly payroll for Branch Personnel; (xi) Withholdings; (xii) late charges; (xiii) advances; (xiv) rent; (xv) utilities; (xvi) workers compensation insurance; (xvii) taxes; (xviii) office supplies and equipment; (xix) licensing costs; (xx) training costs; (xxi) legal expenses; (xxii) incidental expenses; and (xxiii) all other expenses which are authorized under this Agreement or may be approved by an Authorized Officer of the Company (collectively “**Approved Expenses**”). If the Branch Operating Account drops below zero, it will be assessed a fee of One Hundred and 00/100 (\$100.00) Dollars per day until the Minimum Balance of the Branch Operating Account has been restored.

(d) The Branch Operating Account will be charged for all Approved Expenses which the Company has paid on behalf of the Branch Manager, Branch Personnel or the Branch Office, as well as those charges which are identified on the Branch Operating Account Withdrawal Authorization attached hereto as **Exhibit “A”** and incorporated herein by this reference.

(e) The Company's fiscal year end is the calendar year end of December 31st. Funds existing in the Branch Operating Account that rollover to the next fiscal year will be included and calculated in the Company's corporate tax return. The same tax rate used to determine the Company's total tax liability will be used to determine the portion of liability for each Branch Office. This amount will be debited from the Branch Operating Account to cover said tax liability.

(f) Any and all bills and/or invoices concerning Approved Expenses, products or services provided to or for the benefit of the Branch Office must be paid through the Branch Operating Account, and may not be paid through third parties.

(g) Branch Manager is responsible for turning in any and all statements and invoices for Approved Expenses. Branch Manager understands that failure to promptly turn in invoices that cause a negative impact on the Company's credit and or reputation and shall constitute grounds for termination. The Company reserves the right to charge a fee not to exceed One Hundred and 00/100 (\$100.00) Dollars per occurrence in the event that Branch Manager shall fail, refuse and/or neglect to promptly submit for payment bills and/or invoices concerning the Approved Expenses of the Branch Office.

(h) Branch Manager shall deliver a check payable to the Company in the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars upon the submission of signed duplicate originals of this Agreement (the “**Application Fee**”). If the Branch Manager is not approved by the

Company to manage and operate the Branch Office identified herein, the Application Fee shall be returned to the Branch Manager. If the Branch Manager is approved by the Company to manage and operate the Branch Office, the Application Fee shall be applied to the payment of Approved Expenses.

3.3. Branch Reserve Account:

(a) Five Thousand and 00/100 (\$5,000.00) Dollars of revenues generated by the Branch Office, as well as all other sums required under subsections (c) and (d) below (the “*Reserve*”), will be held in a reserve account in the name of the Company (the “*Reserve Account*”) separate from the Branch Operating Account, at the discretion of the Company, to assure that sufficient funds exist for the payment of Approved Expenses for the Branch Office during the term of this Agreement. This Reserve Account shall also act as protection for the Company in the event of a buy-back or re-capture fee arising with respect to a loan originated by the Branch Office or in the event that Branch Manager or any Branch Personnel shall otherwise breach or fail to comply with this Agreement. Notwithstanding any term in this Agreement to the contrary, any monies held in the Reserve Account will not be included in the calculation of Branch Manager's compensation and the Company shall be entitled to all interest and/or income earned on the funds in the Reserve Account. Upon the termination of this Agreement, the Company shall be entitled to hold the Reserve Account, or any portion thereof, for a period of time which the Company determines in its sole discretion is reasonably necessary to ascertain what liabilities, if any, Branch Manager or any Branch Personnel may have to the Company under this Agreement, and will remit the remainder of the Reserve Account to the Branch Manager following the deduction of sums necessary to satisfy such liabilities as well as the payment of any Approved Expenses of the Branch Office remaining outstanding, provided, however, if this Agreement is terminated by Branch Manager before a period of twelve (12) months has elapsed following the Effective Date, the Reserve shall be forfeited to the Company, free and clear of all claims of Branch Manager..

(b) The Reserve Account will be established at the rate of Five Hundred and 00/100 (\$500.00) Dollars per month until the Reserve has been established. If at any time funds are not available in the Branch Operating Account during a particular month the Reserve Account will be debited, to the extent that funds are available. In addition, if for any reason the Company is forced to debit the Reserve Account for expenses related to the Branch Office, the Reserve shall be restored with funds from the Branch Operating Account as soon as funds are available.

(c) Should the employment of Branch Manager terminate for any reason prior to the Reserve amount being met, the Company reserves the right to withhold the total amount of the required Reserve from any monies available in the Branch Operating Account or otherwise payable to the Branch Operating Account or the Branch Manager by the Company.

ARTICLE IV REPRESENTATIONS, WARRANTIES & COVENANTS

4.1 Representations, Warranties & Covenants: Branch Manager and/or Branch Personnel hereby represent, warrant and covenant to the Company as follows:

(a) Branch Manager and Branch Personnel shall keep and maintain complete and accurate business records on a consistent basis in accordance with generally accepted accounting principles consistently applied, which shall be available to the Company for inspection, copying and analysis

during normal business hours upon request. Such business records shall include all costs and expenses associated with each and every mortgage loan transaction completed by the Branch Manager and Branch Personnel as well as Approved Expenses. Branch Manager shall promptly supply the Company with such periodic operating reports and other operating information as shall be requested by the Company.

(b) Branch Manager and Branch Personnel shall take all action necessary to: (i) comply with all Governing Laws & Regulations, including do not call registries, as the same may be supplemented, amended and/or superseded from time to time; (ii) comply with all licensing requirements and obligations; (iii) comply with all Company Policies, as amended by the Company from time to time, in its sole and absolute discretion; (iv) comply with all industry and underwriting regulations; and (v) comply with and fulfill the terms and obligations of this Agreement and cause all Company Personnel to do the same.

(c) Branch Manager and Branch Personnel will not hire any employee(s) or engage any consultant(s) or independent contractor(s) without first securing the written approval of the Company's human resources department or an Authorized Officer. Branch Manager and Branch Personnel shall not, either directly or indirectly, or through any third party, compensate any other Branch Personnel, other than through the Company's payroll or as otherwise provided herein.

(d) If Branch Manager or the Company shall terminate this Agreement for any reason, Branch Manager and Branch Personnel shall be responsible to forward all Company property, including, without limitation, loan files, logs, records, financial information, intellectual property and Confidential Information to the Company.

(e) Branch Manager and Branch Personnel agree that for a period of one (1) year from the settlement date of each loan originated by the Branch Office, they will not take any action, either directly or indirectly, to solicit the mortgagors of such loan to effect the refinancing of any such mortgage closed by the Company, without the written consent of an Authorized Officer of the Company. Should any such mortgagor(s) refinance within one (1) year of the applicable settlement date for any reason whatsoever and the Company is required to pay a recapture fee to its investor, such recapture fee shall be immediately deducted from the Branch Operating Account.

(f) Branch Manager will, and shall cause all Branch Personnel to, provide all mortgage loan applicants with correct and accurate interest rate quotations and loan information consistent with Company Policies and procedures and in accordance with all Governing Law & Regulations.

(g) Branch Manager will strictly comply with and observe the Lease Policy attached hereto as **Exhibit "B"** and incorporated herein by this reference in connection with the real estate lease for the Branch Office.

(h) Branch Manager and Branch Personnel each covenant that they: (i) have never been convicted of any felony or any crime involving fraud, theft, dishonesty or moral turpitude; (ii) have never been investigated, disciplined, censured or fined by any Governmental Authority in connection with Branch Manager's trade, profession or occupation, or for acts of dishonesty, fraud or theft; (iii) have never been suspended or terminated by an employer for fraud, theft, dishonesty or harassment; (iv) have been truthful and honest in all information which they have provided to the Company in connection with their employment; (v) are not a party to or otherwise bound by any agreement,

contract or understanding that would restrict or prohibit them from undertaking and performing their obligations under this Agreement; and (vi) are not prohibited from performing their obligations hereunder pursuant to any Governing Laws & Regulations.

4.2 Education & Training: Branch Manager and Branch Personnel covenant and agree to consistently strive to maintain and improve their knowledge concerning: (a) all state, local and federal laws, licensing and compliance requirements, and regulations, as the same may be amended from time to time; (ii) all Company Policies, rules, and procedures; (iii) all Company training materials, manuals, memos and communications; and (iv) all Company and lender processing and underwriting rules and procedures. Branch Manager and Branch Personnel shall attend all continuing education classes and/or seminars necessary to maintain their licensure as well as that of the Branch Office and shall attend and participate in all training, classes and seminars sponsored by the Company upon the request of the Company. The Company shall provide training for Branch Personnel at the Branch Office at least twice per year and the Company shall be permitted to deduct one-half (1/2) of the cost of such training from the Branch Operating Account.

4.3 Funds & Fees: All funds, money and other valuable property received by Branch Manager or Branch Personnel for the Company, or to be held on behalf of others, will be received in trust on behalf of the Company by Branch Manager or Branch Personnel and be delivered through overnight mail within two (2) business days from receipt to the Company's corporate office. Branch Manager understands that depositing, cashing, transferring or negotiating any check, draft or other instrument made payable to or intended for the Company, or accepting any wire transfer intended for the Company, is a criminal offense and may also give rise to civil liability to the Company, and Branch Manager shall inform all Branch Personnel of same. Branch Manager will not permit any unauthorized bank accounts to be established in the name of the Company. Branch Manager and Branch Personnel may not open any bank accounts in the Company's name, or otherwise use the corporate or other tax identification number of the Company, and recognize that the same may be considered a criminal act. All trust accounts will be held by the Company. Branch Manager and Branch Personnel will assure the proper collection of fees to pay for appraisals, credit reports, inspections and other services ordered by the Branch Office. In no case may Branch Manager or Branch Personnel take and/or hold escrow funds or have any escrow account other than a properly authorized Company account. All fees for credit reports and appraisals collected from applicants must be paid out directly to the vendor or appraiser.

4.4 Motor Vehicle Insurance: Branch Manager and all Branch Personnel will at all times maintain liability insurance coverage of not less than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, including uninsured motorist coverage, on any motor vehicle used by them in connection with their employment. Such liability insurance must also be sufficient to satisfy and comply with the laws of the state in which the Branch Office is located, shall be written by an insurer reasonably acceptable to the Company, and shall name the Company as an additional insured.

4.5 Mortgage Loan or Application Transfers: Branch Manager and Branch Personnel recognize that they cannot legally transfer any Company loan application started, in process, or approved, to another mortgage loan company, investor or financial institution. All mortgage loan applicants desiring transfers of their applications, files and/or loans must be approved by an Authorized Officer of the Company. Any mortgage loan transferred to the

Company from another mortgage company must have the written approval of an authorized officer or agent of such company. No mortgage loan can be transferred into the Company by the Branch Manager or Branch Personnel from a former employer, unless the Branch Manager or Branch Personnel has the express written authority to do so from the previous employer. Branch Manager and Branch Personnel hereby warrant to the Company that they have the right and authority to transfer any applications, files and/or loans which they transfer to the Company.

4.6 Advertising & Telemarketing: Without first securing the written consent of an Authorized Officer of the Company, Branch Manager and Branch Personnel shall not: (a) distribute any advertising materials or engage in any telemarketing activities; (b) create, use or host any Internet web site in connection with the operation of the Branch Office; (c) register or reserve any name or domain name for an Internet website concerning mortgage lending or containing the name of the Company or any derivation thereof; or (d) contract with any third parties to complete or perform any of the foregoing prohibited activities. Branch Manager and Branch Personnel shall transfer and assign to the Company, at no cost to the Company, all Internet names and/or domain names used by the Branch Manager or Branch Personnel during the term of this Agreement or which concern residential mortgage loans or lending.

ARTICLE V

RESTRICTIVE COVENANTS

5.1 Restrictive Covenants: During the term of this Agreement and for a period of three (3) years after the termination of this Agreement, for any reason, or the date of the last payment to Branch Manager or Branch Personnel hereunder, whichever shall last occur (the “*Restricted Period*”), Branch Manager and Branch Personnel agree that they shall not, for themselves or as a representative, agent, partner, stockholder, member, manager, officer, director, independent contractor, joint venturer or otherwise: (a) solicit, induce, influence or persuade (or attempt to solicit, induce, influence or persuade) any employee or independent contractor of the Company, either directly or indirectly, to terminate their position or engagement with the Company and become an employee or otherwise become affiliated with Branch Manager, Branch Personnel or any third party in connection with the business in which the Company is engaged; or (b) request, counsel or otherwise advise, either directly or indirectly, any customers or referral sources of the Company to curtail, withdraw, suspend, terminate, alter, cancel or otherwise change any of their business with the Company; or (c) disparage, demean or defame the Company or the Company’s personnel; or (d) directly or indirectly attempt to divert, disrupt or interfere with any of the Company’s business relationships with existing or potential customers with whom the Company has communicated in the six (6) month period prior to the termination of the employment of the Branch Manager or Branch Personnel.

5.2 Notice of Agreement: Branch Manager and Branch Personnel agree that during the Restricted Period, Branch Manager and Branch Personnel shall inform all current and future employers of the existence of this Agreement and the covenants set forth herein. The parties further agree that the Company may give future employers of Branch Manager and/or Branch Personnel written notification of the existence and provisions of this Agreement and provide a copy of this Agreement to their then current or future employers during the Restricted Period.

5.4 Effect & Enforcement: Branch Manager and Branch Personnel agree that in light of their respective positions with the Company, the consideration payable to them pursuant to this

Agreement and their respective employment agreements, and the training which they are to receive from the Company, the foregoing restrictions are reasonable in scope, geography and duration and are reasonably necessary to protect the legitimate business interests of the Company. Branch Manager and Branch Personnel further agree that in the event of an actual or threatened breach of the provisions of Section 5.1 above, the Company would be irreparably harmed and the injury resulting therefrom would be impossible to calculate with any reasonable degree of certainty, and the Company will therefore not have an adequate remedy at law. Accordingly, Branch Manager and Branch Personnel hereby agree that temporary and permanent injunctive relief would be appropriate remedies against any such breach or threatened breach, and they hereby stipulate to the granting of such relief; provided, however, that nothing herein shall be construed as limiting any other legal or equitable remedies which Company may have. The covenants contained in this Agreement are divisible as to duration and geographical extent and shall be enforced during such periods and in such areas to the fullest extent of the law as a court of competent jurisdiction may determine. Branch Manager and Branch Personnel further agree that in the event they are found to have breached this Agreement or to be about to do so, they shall be liable to Company for the reasonable attorneys fees and costs incurred by Company in enforcing this Agreement, including, without limitation, the recovery of any Company property from them, and they hereby agree to promptly pay same.

ARTICLE VI **TERMINATION**

6.1 Termination: Since the Branch Manager and Branch Personnel are employed on an at-will basis, either the Company, Branch Manager, or Branch Personnel may terminate their employment at any time, and for any reason, with or without cause. If the Branch Office listed above is closed for any reason, the employment of the Branch Manager and all Branch Personnel hereunder shall cease.

6.2 Obligations Upon Termination: Upon termination of employment by the Company for any reason, Branch Manager and Branch Personnel hereby agree that within five (5) business days thereafter they shall: (a) return and surrender to the Company all Company property and/or assets in his or her possession together with all goods, monies, receipts, keys, licenses, documents, credit cards, computers, electronic communication devices and other property and written documents owned by or pertaining to the Company; (b) return a complete copy package of the entire loan file on every loan in process, denied, withdrawn or funded by Branch Manager, Branch Personnel or the Company; (c) return all loans in process and documentation relating to same; (d) return all files concerning Branch Manager and Branch Personnel; (e) assign to the Company all Internet addresses and domain names used by Branch Manager and Branch Personnel during the term of this Agreement; (f) provide the Company with a list of all prospective loans which specifies the address of the property, the name, address and telephone numbers of the prospective borrower, and the amount of the loan; (g) notify all vendors and agents that they are no longer associated with the Company and are no longer authorized to conduct business under the Company's name; (h) notify all borrowers whose loans originated through the Branch Office but have not been funded, that their loans will be transferred for processing through the Company; (i) provide the Company in writing with a list of all security passwords for company computers, computer files and telephone voice mail, if any, used by the Branch Manager and Branch Personnel; and (j) refrain from: (i) initiating or accepting applications for new loans; (ii) attempting to fund any loans in process through a person or entity other than the Company; or (iii) conducting any business in the name of the Company. Branch Manager and Branch Personnel

hereby further agree that in the event that they shall fail, refuse and/or neglect to return any such property to the Company within five (5) business days following the Company's transmittal of a written demand therefore to their last known address, they shall be liable to the Company and shall promptly reimburse the Company for the actual replacement cost of all Company property not returned or usable within the foregoing period.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Initial Loan Audit: All new Branch Offices of the Company are required to have an in-depth audit of their first five (5) loan files. This audit will not delay payroll for the Branch Office, as these loans are audited post-closing by the Company. As long as the loans are in compliance, according to the Company's internal audit worksheet, the file will be released. The fee for this audit is One Hundred Twenty Five and 00/100 (\$125.00) Dollars per file. An auditor will re-verify all verifications in the file, check for errors or omissions, check for fraud, accuracy, and completeness and will determine if the file was underwritten properly with correct funds disbursed. There will also be an appraisal review. The auditors will also ensure any product that requires counseling was in fact delivered and all FHA files will be scrutinized for factors unique to HUD loans. In addition to the first five (5) loans being audited, HUD currently mandates that ten (10%) percent of all closed loans and ten (10%) percent of all FHA denied loans be audited monthly. The Company shall at all times have the right to audit any and all loan files originating from the Branch Office as the Company shall desire or as shall otherwise be required by law. The Company may supply an internal or outside provider which will randomly select the loans to be audited considering the Company as a whole. Each month the Branch Manager will be notified which loans of the Branch Office, if any, have been selected for audit. There is no charge for audits completed after the audit of the initial five (5) loans. Branch Manager will be required to cure any and all deficiencies found in connection with any audit within seven (7) working days and must have the proper adverse action documentation for all denied files.

7.2 Right to Approve & Reject Business: Notwithstanding any provision of this Agreement, the Company shall have the right, in its sole discretion, to both approve and/or reject each and every mortgage loan originated and processed by the Branch Office, whether it is for underwriting, program availability, quality control, or any other reason the Company, in its sole and absolute discretion, shall determine. While Branch Manager and Branch Personnel understand that an Authorized Officer of the Company may permit them to issue pre-approvals of mortgage loans, they also understand and agree that only the Company's underwriting department can approve or reject a mortgage loan.

7.3 Entire Agreement: With the exception of the employment agreements existing between the Branch Manager and/or Branch Personnel and the Company, this Agreement contains the entire understanding between Branch Manager, Branch Personnel and the Company concerning the operation of, and conduct of business at, the Branch Office and supersedes any prior agreements, understanding and/or arrangements, whether written or oral, respecting the subject matter of this Agreement.

7.4 Severability: In the event any provision in this Agreement shall be determined to be invalid, illegal, or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Branch Manager, Branch Personnel

and Company agree that in the event that any provision of this Agreement is determined to be too restrictive, unenforceable or invalid in any legal proceeding, the court may amend the provision to modify and amend the same as shall be necessary to enable such provision to be enforced to the fullest extent permitted by law.

7.5 Authority: Branch Manager and Branch Personnel warrant and represent that they are not a party to any other legal obligation, contract, or agreement that would in any way conflict with, restrict, or hinder their ability to perform their respective obligations and responsibilities under this Agreement. Furthermore, Branch Manager and Branch Personnel acknowledge and agree that the Company has entered into this Agreement in reliance upon the representations of Branch Manager and Branch Personnel contained herein.

7.6 Notices: All notices to the parties hereto shall be personally delivered, delivered by certified mail, return receipt requested, or by a nationally recognized express courier service, to the respective addresses set forth above, or such other addresses as they may, from time to time, designate in writing to the other.

7.7 Assignment: Branch Manager and Branch Personnel agree that this Agreement may be assigned by the Company and shall inure to the benefit of the Company's successors and assigns. Branch Manager and Branch Personnel shall not assign any of their rights or delegate any of their obligations hereunder without the prior written consent of an Authorized Officer of the Company.

7.8 Separate Counsel: Branch Manager, Branch Personnel and the Company hereby each acknowledge that they have each been represented or have had the opportunity to be represented by separate counsel of their own choosing in connection with this Agreement.

7.9 Waiver: The failure to insist upon strict compliance with any of the terms, covenants or conditions in this Agreement shall not be construed or deemed to constitute a waiver or a relinquishment of any right hereunder, unless such waiver is in writing and is signed by the party against whom enforcement is sought, which in the case of the Company, shall require the signature of an Authorized Officer. The remedies of the parties shall be cumulative, and nothing herein contained shall be construed or deemed to limit or restrict any party from pursuing any remedies available to him, her or it under applicable law.

7.10 Governing Law & Construction: This Agreement shall be governed and construed under the laws of the State of Michigan, and if any provision shall be held invalid or unenforceable, in whole or in part, such provision shall be valid to the maximum extent provided by law, and all remaining provisions of this Agreement shall be fully enforceable.

7.11 Jurisdiction & Venue: The Company, Branch Manager and Branch Personnel hereby unconditionally and irrevocably: (a) submit to the jurisdiction of the Wayne County, Michigan, Circuit Court, or if original jurisdiction can be established, to the United States District Court for the Eastern District of Michigan, Southern Division, sitting in Detroit, Michigan (the "*Courts*"), in any action arising out of this Agreement; (b) agree that all claims in any action may be decided in either of the Courts; and (c) waive, to the fullest extent that they may effectively do so, the defenses of: (i) lack of subject matter jurisdiction of such Courts; (ii) the absence of personal jurisdiction by such Courts over the parties to this Agreement; and (iii) forum non-conveniens.

7.12 Waiver of Jury Trial: THE COMPANY, BRANCH MANAGER AND BRANCH PERSONNEL 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 THEM.

7.13 Arbitration: If a material dispute arises under this Agreement, other than a breach by the Branch Manager or Branch Personnel of Sections 5.1 or 5.2 above, the parties shall submit such dispute to binding arbitration and such arbitration shall otherwise comply with and be governed by the provisions of the expedited employment arbitration rules of the American Arbitration Association; but if such rules are not then in effect, then by the Uniform Arbitration Act, being MCLA Section 600.5001, et seq. or any successor act. If the Company, Branch Manager or Branch Personnel are unable to agree upon the selection of a single arbitrator within fifteen (15) days following the submission of a claim to arbitration, then the Branch Manager, Branch Personnel and Company, as the case may be, shall each select one (1) arbitrator within ten (10) days thereafter, and the arbitrators so selected shall agree on a mutually satisfactory neutral arbitrator within ten (10) business days thereafter who shall serve as the sole arbitrator. The Company, Branch Manager and Branch Personnel shall each have the right to be represented by counsel in such proceedings and shall each be afforded reasonable discovery by the arbitrators in connection therewith. Branch Manager and Branch Personnel must request arbitration in writing within six (6) months of the date of termination, or within a shorter period of time if one is prescribed by the statute upon which their claim is based. Failure to do so shall result in their claim being waived, and Branch Manager and Branch Personnel hereby expressly waive any statute of limitations which is longer than six (6) months.

Any award by arbitration pursuant to the terms of this Agreement, shall contain findings of fact and conclusions of law and be final, non-appealable to the maximum extent permitted by law, binding upon the parties, and may be entered as a judgment and enforced by any court of competent jurisdiction. The arbitrators' authority will be limited to determining whether the Company's action in terminating the Branch Manager, Branch Personnel and/or the Agreement was unlawful under applicable federal, state and local statutory or common law. In reaching a decision, the arbitrators will interpret, apply and be bound by all applicable Company manuals, rules, policies, procedures, and by all applicable federal, state or local laws. The arbitrators will have no authority to add to, detract from, change or modify any law, manual, rule policy or procedure in any respect. Nor will the arbitrators have authority to consider or decide any matters which are the sole responsibility of the Company in the conduct of its business. If the arbitrators find that the Branch Manager or Branch Personnel involved violated any lawful Company rule, policy or procedure, the disciplinary action and/or termination of employment imposed by the Company shall be upheld. If the arbitrators find that the Branch Manager, Branch Personnel and/or the Agreement was terminated unlawfully or improperly, the arbitrators shall order reinstatement with or without back pay for the time lost, less sums earned elsewhere or paid in lieu of employment during the period after termination and before arbitration, and/or any other relief that would have been available to the parties had the matter been heard in a court of law. The arbitrators shall award reasonable costs and attorney fees to the prevailing party and the fees of the arbitrators shall be paid by the non-prevailing party. All such arbitration proceedings shall be conducted in Southfield, Michigan or such other location required by law.

This provision does not require the Branch Manager or Branch Personnel to surrender any substantive statutory or common law benefit, right protection or defense, other than a trial by jury.

Branch Manager, Branch Personnel and Company agree that the foregoing arbitration procedure is not intended to add to, create, or imply any contractual or other right of employment. The parties' employment relationship is "at-will", and no other inference is to be drawn from this arbitration provision. BY SIGNING THIS AGREEMENT, BRANCH MANAGER AND BRANCH PERSONNEL ACKNOWLEDGE THAT THEY ARE GIVING UP THE RIGHT TO A TRIAL IN A COURT OF LAW AS TO ANY DISCRIMINATION OR OTHER STATUTORY CLAIMS, AND ARE HEREBY AGREEING TO SUBMIT ALL SUCH CLAIMS TO BINDING ARBITRATION.

7.14 Counterparts & Execution By Facsimile: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Due to the distant locations and/or differing schedules of the Branch Manager, Branch Personnel and the representative of the Company signing this Agreement, it is hereby agreed that this Agreement may be signed and delivered via facsimile or electronically and that signatures transmitted via facsimile or electronically shall be treated as original signatures for all purposes.

WHEREFORE, the parties have executed this agreement as of this __ day of _____, 2010.

COMPANY:

Shore Financial Services, Inc.,
a Michigan corporation

By: _____

Its: _____

BRANCH MANAGER:

EXHIBIT "A"
BRANCH OPERATING ACCOUNT WITHDRAWAL AUTHORIZATION

All capitalized terms contained in this Exhibit shall have the same meanings as ascribed to them in the Agreement. Only the Option which is checked and initialed below by the Branch Manager shall apply to this Agreement and the Option not selected shall be deemed to be stricken and of no further force and effect whatsoever.

OPTION A: In addition to the other withdrawals from the Branch Operating Account authorized in the Agreement, the Branch Operating Account will be charged for all Approved Expenses which the Company has paid on behalf of the Branch Manager, Branch Personnel or the Branch Office. The following monthly expenses for the Branch Office shall automatically be deducted from the Branch Operating Account on the first day of each month: (i) Two Hundred Ninety Five and 00/100 (\$295.00) Dollars for payroll and accounting; (ii) One Thousand Five Hundred and 00/100 (\$1,500.00) for use of the Company's website and systems; (iii) the Company's standard underwriting fee, which is currently Seven Hundred Ninety Five and 00/100 (\$795.00) Dollars per closed loan; and (iv) the Company's standard flood zone certification fee, which is currently Seventeen and 00/100 (\$17.00) Dollars. The foregoing fees may be changed from time to time in the sole and absolute discretion of the Company upon notice to the Branch Manager. In the event that any Expenses remain unpaid after a loan is closed or cancelled, and those charges were not withheld from the payment of any compensation, they may be deducted from future compensation payments, or be offset against the Reserve Account. If this Option is selected, the Company shall pay to the Branch Manager on the 15th of each month an incentive of .125% on all loans originated and closed by the Branch Office during the previous month.

_____ ***Branch Manager Initials.***

OPTION B: In addition to the other withdrawals from the Branch Operating Account authorized in the Agreement, the Branch Operating Account will be charged for all Approved Expenses which the Company has paid on behalf of the Branch Manager, Branch Personnel or the Branch Office. A one-time start up fee in the amount of Five Hundred and 00/100 (\$500.00) Dollars will be automatically be deducted from the Branch Operating Account on the date the Branch Office opens for business. Thereafter, the following monthly expenses for the Branch Office shall automatically be deducted from the Branch Operating Account on the first day of each month: (i) the Company's standard underwriting fee, which is currently Nine Hundred Ninety Five and 00/100 (\$995.00) Dollars per closed loan; and (ii) the Company's Standard flood zone certification fee, which is currently Seventeen and 00/100 (\$17.00) Dollars. In addition, a monthly Branch Fee of Four Hundred Fifty and 00/100 (\$450.00) Dollars shall be withdrawn from the Branch Operating Account on the last day of the month for use of the Company's website, systems, payroll and accounting for each month in which the Branch Office fails to meet the minimum requirement of four (4) closed and funded loans per month. The foregoing fees may be changed from time to time in the sole and absolute discretion of the Company upon notice to the Branch Manager. In the event that any Expenses remain unpaid after a loan is closed or cancelled, and those charges were not withheld from the payment of any compensation they may be deducted from future compensation payments, or withdrawn from the Reserve Account.

_____ ***Branch Manager Initials.***

EXHIBIT "B"
LEASE POLICY

The Company observes the following lease policy for all commercial locations being occupied as a Branch Office of the Company:

- All commercial leases must be between Shore Financial Services, Inc., as tenant, 770 S. Adams Road, Birmingham, Michigan 48009, and the landlord.
- Leases must be signed by an Authorized Officer of the Company, and the landlord.
- The lease must clearly show the property location - exact location (i.e. building, suite, floor number).
- The term of the lease must be month to month unless otherwise provided by state law. Leases that are for longer terms must be accompanied by the Company's addendum, which allows for a release of the obligations of the Company should the employment of the Branch Manager terminate for any reason. This addendum will be provided to you upon request.
- The lease must clearly show the monthly rent and include any scheduled increases.
- The lease must clearly show to whom the monthly rent is payable: (Full Landlord Name and Address).
- Pictures must be submitted showing the entryway, any signage/marquees and office entryway if in an office suite building within sixty (60) days after the Effective Date.
- All rents are paid by way of a corporate check from the Company and will be issued monthly upon the Branch Manager's directive via the branch accounting form.

COMPANY:

Shore Financial Services, Inc.,
a Michigan corporation

By: _____

Its: _____

BRANCH MANAGER:

Addendum to Lease Agreement

Shore Financial Services, Inc. d/b/a Shore Mortgage, a Michigan Corporation ("**Shore**"), as Tenant, has entered into a Real Estate Lease ("**Lease**"), with _____ (the "**Landlord**") on _____, 2010 for the property address commonly known as _____.

Any other provisions of the Lease notwithstanding, Landlord does hereby agree that in the event _____ (the "**Branch Manager**") is terminated as a branch manager of Shore for any reason, Shore shall be released from any and all future obligations under the Lease. Shore agrees to provide written notice of such termination to Landlord ("**Notice**"). Landlord agrees to indemnify, defend and hold Shore harmless, from and against, any and all claims, demands, damages, costs, expenses and actions, including without limitation, attorney's fees (collectively "**Claims**"), arising from or related to the Lease, following the delivery of Notice to the Landlord. Shore shall remain liable and responsible only for the rent or other obligations under the Lease which arose or accrued prior to the date Notice is delivered to the Landlord. A refusal by the Landlord to accept a Notice shall be deemed to constitute the delivery of Notice.

By his or her signature below, Branch Manager agrees that, from and after the date Notice is given to the Landlord, he or she shall assume the Lease and shall thereafter be solely liable to the Landlord under the Lease, as the tenant; and Branch Manager agrees to indemnify, defend and hold Shore harmless, from and against, any and all Claims arising or accruing from or related to the Lease following the giving of Notice to Landlord, as well as all of the actions and omissions of the Branch Manager arising before such date.

Shore:

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

By: _____
Name:
Title:

Witnesses:

Name:

Name:

Landlord:

Landlord: _____
Name: _____
Company: _____
[a _____ corporation/company]

Name:

Name:

Branch Manager:

By: _____
Name: _____
Title: Branch Manager

Name:

Name: