

BRANCH MANAGER EMPLOYMENT AGREEMENT

THIS BRANCH MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2007 by and between Bottomline Mortgage, Inc. DBA Right Start Mortgage (“RIGHT START”) And

_____ (“Employee”).

ARTICLE I
TERM OF EMPLOYMENT

- 1.1 RIGHT START hereby employs Employee, and Employee hereby accepts employment with RIGHT START. The parties mutually agree that employment with RIGHT START is on an at will basis and that this Agreement does not contain or constitute a guarantee of employment for any specific period of time. The Employee may terminate this Agreement upon fifteen days (15) notice with or without cause, other than that required by law. RIGHT START may terminate this Agreement immediately with or without cause, other than that required by law. In any case, upon Termination by either Party, the Parties mutually agree to work together to close and fund any applications and loans applied for during the performance of this Agreement.

- 1.2 Employee agrees as a condition of Employment to grant RIGHT START the right to inspect and verify including, but not limited to Employee’s personal and professional history. Additionally, Employee acknowledges that employment is subject to a successful background and reference check in the sole discretion of RIGHT START

ARTICLE II
DUTIES OF EMPLOYEE

- 2.1 Employee is hereby employed as a Branch Manager for RIGHT START in the state of _____. The address of the RIGHT START’S office where the Employee is to be employed is

_____ (“Branch”).

The Employee shall actively solicit, originate, negotiate, secure, process, and administer the closing of residential mortgage loans and perform any other duties as directed by RIGHT START (the “Duties”). The Employee agrees to perform such Duties as requested by RIGHT START in compliance with RIGHT START’S rules,

- regulations, policies and procedures (the "Procedures") and said Procedures shall be subject to change in RIGHT START'S sole discretion.
- 2.2 Employee agrees to devote substantially all his/her business time, energy and attention in the performance of his/her Duties to RIGHT START during the term of this Agreement. Employee shall not directly or indirectly render any related services of commercial or professional nature to any other person or organization, whether for compensation or otherwise, without prior written consent of RIGHT START Employee shall not originate, place, or negotiate any loans, whether directly or indirectly, with any other financial sources during the term of this Agreement and set forth in paragraph, 1.1.
 - 2.3 The Parties agree that expenses incurred in the operation of the Branch are as set forth on the Branch Operation Budget (the "Budget") attached hereto and that the Employee agrees that any other expenses shall be subject to RIGHT START'S prior written approval. RIGHT START shall provide an expense report (the "Expense Report") as set forth in Section 3.1.
 - 2.4 In the event Employee uses his/her automobile in connection with such employment; Employee must obtain liability insurance on such automobile at Employee's expense. The liability insurance must be in sufficient amounts and have sufficient coverage to satisfy and comply with the laws of the state in which the Branch is located and in which the automobile is registered, and Employee shall furnish RIGHT START with evidence of such coverage. Employee shall indemnify and hold RIGHT START harmless from any and all claims, which may arise from his or her operation of such automobile.
 - 2.5 Except as expressly provided herein, it is specifically understood and agreed that Employee will have no authority to act on behalf of or to bind RIGHT START, with respect to any contract, instrument, form or agreement.
 - 2.6 Employee agrees that RIGHT START must approve in writing prior to use any forms, documents, materials, scripts, advertising copy, advertising no matter the format including, but limited to written, oral, video or electronic transmissions.
 - 2.7 Employee shall maintain the appropriate licenses (i.e. other than those licenses required to be held by RIGHT START) as required by law in the performance of this Agreement. Additionally, Employee shall be solely responsible for the cost of all license fee and license audit fees if so required.
 - 2.8 Employee is responsible for collecting from loan applicants the fees for the payment of (i) appraisals, (ii) credit reports, and (ii) other charges by third parties in connection with the origination and servicing of mortgage loans originated by the Branch. Any monies received by Employee (i) for the benefit of RIGHT START (ii) received in trust for RIGHT START, (iii) to be held for others, shall be made payable to RIGHT START and delivered immediately to RIGHT START In no

- event is the Employee authorized to open an account on behalf of RIGHT START or deposit any monies received other than as instructed by RIGHT START
- 2.9 Employee shall comply, and insure that all Branch personnel comply, with all laws and regulations, investor guidelines and other requirements relating to mortgage origination, servicing and operation of the Branch, including without limitation all applicable requirements of the Department of Housing and Urban Development (“HUD”). Fannie Mae and Freddie Mac (collectively, “Laws”). Employee shall not charge any borrower, nor allow to be charged, any fees in excess of the permitted by the Real Estate Settlement Procedures Act (“RESPA”) or any other laws. Employee has represented to RIGHT START that Employee is fully familiar with such Laws and Employee understands that RIGHT START is relying on such representation of Employee in agreeing to employ Employee.
 - 2.10 If the Employee or any other employee of the Branch, (i) enters into an agreement as a principal involving the purchase, refinance or sale of real property, and (ii) has or will have any interest in real property involving the obtaining or making of a loan on such real property, RIGHT START shall make immediate written disclosure of the fact of such purchase, sale or loan to RIGHT START and prior to any Branch activity in connection with such transaction. Such loans shall be processed at RIGHT START’S corporate headquarters located in Monrovia, CA., and no event shall any such loan be processed at the Branch. This Section 2.10 shall apply in the event Employee’s spouse, parent, child, brother, or sister is a principal involved such a transaction.
 - 2.11 Employee agrees not to enter into any forward loan commitments or other agreements with any individual, partnership, limited liability company, joint venture, association, trust or unincorporated organization, investor, company, vendor or supplier.
 - 2.12 Loan commitments and rate lock-in agreements may only be issued by RIGHT START’S secondary marketing department.
 - 2.13.1 In the performance of the Employee’s Duties the Employee shall only use RIGHT START’S business information, until such time Employee has obtain the branch license.

ARTICLE III
COMPENSATION

- 3.1 Employee’s total compensation for services rendered under this Agreement (the “Commission”) shall be calculated as follows:
 - a. The pricing of premiums if any as quoted from time to time by RIGHT START in the daily pricing sheets or any other prior approved RIGHT

START investor's pricing sheets that a loan is closed and sold by RIGHT START on behalf of the Employee.

- b. The origination collected at closing by RIGHT START on behalf of the Employee.
 - c. The fees charged for services provided for by the Employee and approved prior to closing by RIGHT START
 - d. The above compensation shall be calculated less the Budget expenses, Branch payroll expense and any other approved expenses (the "Expenses").
Example: (a+b+c=total compensation) (Total compensation-expenses= Commissions)
 - e. In the event RIGHT START must buy back, repurchase or is unable to sell any loan due to fraud or the negligence of the Employee on any loan, the Employee agrees to repay any Commissions and/or losses incurred within 15 days of settlement.
 - f. RIGHT START agrees to pay Commission to Employee twice per month on the 1st day and the 15th day of each month. For the purpose of calculating Commissions to be paid in each pay period (the "Pay Period"), RIGHT START shall pay Commissions based on loans funded in each Pay Period the 1st day through the 15th day of the month, to be paid on the 1st day of the proceeding month and for loans funded on the 15th day through the end of the month, to be paid on the 15th day of the proceeding month.
 - g. RIGHT START shall provide reports to the Employee that set forth Commissions, Expenses and Reserve Accounts per Pay Periods.
 - h. If Employee shall request to receive a payment out of any Pay Period and RIGHT START shall approve such request (the "Advance"), the Employee agrees to a charge of Fifty Dollars (\$50.00) per Advance.
- 3.2 Employee shall be entitled to participate, and shall be included in any savings, 401k, pension profit sharing, group medical, group disability or similar plan adopted by RIGHT START now existing, or established hereafter, to the extent Employee is eligible under RIGHT START'S employee guidelines as outline in the Employee Manual, except as otherwise required by law. RIGHT START reserves the right in its sole discretion, to change or modify the benefits available to Employee's. To the fullest extent permitted by applicable law, the cost of Employee benefits in any such plans shall be considered an expense of the Branch for the purposes of calculating Commissions.
- 3.3 Upon termination of employment for any reason, Employee shall be paid all Commissions then earned and any other application or loans that are shall close and fund after termination; less any advances, Budget adjustments, expenses and all other monies owed to RIGHT START Fees will be considered earned only for loans actively solicited, originated, and processed by Employee, or other employees of Branch, provided further that such loans are approved actually fund, and Employee has provided assistance to RIGHT START, as reasonably requested by RIGHT START, following termination to facilitate the funding of such loans. Said Commissions to Employee shall only be after deduction of expenses incurred by RIGHT START as provided herein. RIGHT START may deduct such amounts

from any Commissions due Employee, which payments shall be made as soon as RIGHT START can reasonably reconcile the accounts of the Branch and its Employee's.

- 3.4 Employee Advance's shall be in writing and must be signed by both Employee and RIGHT START. The Parties agree that Advances shall be repaid by the Employee from future earnings of the Employee. Upon termination of this Agreement, Employee agrees to immediately reimburse RIGHT START for any Advance that shall be due in excess of Commissions earned by Employee. In any case, Advances shall be in the sole discretion of RIGHT START and RIGHT START shall have no obligation to approve any such Advance.

ARTICLE IV **DOCUMENTS AND PERSONNEL**

- 4.1 Employee, during the term of employment under this Agreement, will or may have access to various information that is considered to be proprietary and confidential information of RIGHT START such as, but not all inclusive: forms, procedures, files, records, documents, correspondence, notes, business card files, memoranda, pricing and secondary marketing, marketing information, TV commercials, radio commercials, direct mail, telemarketing scripts, trade secrets, vendor reports, customer (including current, former and prospective customer) lists, printouts, manuals, computer equipment and software, pagers, telephone cards, keys, security cards, and other entry devices for access to RIGHT START'S facilities or those RIGHT START'S affiliates facilities, and other documents (and all copies thereof) and similar items relating to the business of RIGHT START and which are owned by RIGHT START and which are regularly used in the operation of the business of RIGHT START (collectively, "Confidential Materials"). Employee shall not disclose, any Confidential Materials nor use such material in any way during the term of this Agreement, except as required in the normal course of Employee's employment, and at no time thereafter. All Confidential Materials shall remain the exclusive property of RIGHT START and shall not be copied or reproduced, in whole or in part, or removed from the premises of RIGHT START under any circumstances whatsoever without prior written consent of RIGHT START except as required in the normal course of Employee's employment hereunder. At all times hereafter, Employee will not, except with RIGHT START'S express prior written consent, directly or indirectly, provide, communicate, disclose or divulge to any individual, sole proprietorship, joint venture, partnership, corporation, association or any other governmental or non governmental entity or authority (collectively "Person"), or use for his/her own benefit or the benefit of any Person, any Confidential Materials, no matter when or how acquired, except for information which (1) is in the public domain or (2) the disclosure of which is required by law. Employee acknowledges the proprietary nature of the Confidential Materials and understands that the Confidential Materials must be maintained in the strictest confidence in order for RIGHT START to protect its business and its competitive position in the marketplace.

- 4.2 Employee shall communicate to RIGHT START and preserve as proprietary information of RIGHT START each discovery, idea, design, customer list, invention and improvement relating in any manner to RIGHT START'S business, whether or not patentable and whether or not reduced to practice, which is conceived, developed or made by Employee, whether alone or jointly with others, at any time during the term hereof (such discoveries, ideas, designs, client lists, inventions and improvements are collectively referred to as "Employee Discoveries"). All of Employee's Discoveries shall be RIGHT START'S exclusive property, and all Employees' right, title and interest herein are hereby irrevocably assigned to RIGHT START Employee shall not, except with BOTTOMLINE MORTGAGE, INC'S prior written consent, or except in the proper course his/her employment with RIGHT START use any of Employees' Discoveries for his/her own benefit or the benefit of any Person (as defined in Section 4.1), or disclose any of Employee's Discoveries to any outside Person through publication or in any other manner.
- 4.3 Upon termination of employment with RIGHT START for any reason, or when the RIGHT START may so request, Employee will immediately deliver to the RIGHT START any or all property of RIGHT START in Employee's possession, including but not limited to, Confidential Materials and Employee Discoveries, which Employee may then possess or have under his/her control.
- 4.4 During the term of Employees' employment and upon termination of employment by Employee or RIGHT START and for a period of one (1) year thereafter, Employee expressly covenants and agrees that Employee shall not, either directly or indirectly (1) interfere with the business of the BOTTOMLINE MORTGAGE. INC.; (2) solicit, attempt to hire or hire any personnel (other than employees, agents or others assigned to and resident in the Branch) without written approval of RIGHT START; (3) solicit the transfer of the loan application file to another organization or person of any customers or prospective customers of RIGHT START; and (4) contact or solicit any of RIGHT START'S customers or prospective customers. Employee acknowledges that each, every, and all prospective borrowers with which Employee comes into contact during the Agreement and for one (1) year thereafter Employee shall not send or introduce any such prospective borrower(s) to any mortgage service provider other than RIGHT START and not to endorse offering the types of services or products offered by RIGHT START other than RIGHT START'S affiliates.
- 4.5.1 Employee agrees that he/she will refrain from using the name "Right Start" or the term "RIGHT START" in any business ventures or advertising without the prior written permission of RIGHT START

ARTICLE V
REMEDIES

- 5.1 RIGHT START and Employee recognize and acknowledge that in the event of any breach or threatened breach of any provision of Article IV of this Agreement, irreparable harm will be suffered by RIGHT START and that any remedy available by law will be inadequate and do, therefore, agree that in such event RIGHT START shall be entitled to seek injunctive relief in any court of competent jurisdiction against Employee and against any other person or entity involved or connected with such breach, without necessity of posting any bond, cash or security against for Employee or any other person or entity involved in or connected with such beach, which rights shall be in addition to such rights as RIGHT START may have for damages and in addition to such other remedies as the law or equity may provide.

ARTICLE VI
GENERAL PROVISIONS

- 6.1 This agreement supersedes any and all other agreements, either oral or in writing between the parties hereto, with respect to the employment of Employee by RIGHT START and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. RIGHT START may not modify this Agreement unless in writing signed by the parties hereto.
- 6.2 Employee agrees to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such further documents that RIGHT START reasonably deems necessary or appropriate to carry out the terms and provisions of this Agreement and any Exhibits deemed necessary by RIGHT START
- 6.3 No waiver by RIGHT START of any condition, or the breach of any term, covenant, representation or warranty contained herein, whether by conduct or otherwise, by Employee in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition, representation or warranty set forth in the Agreement.
- 6.4 The invalidity or unenforceability of any term or provision contained in this Agreement shall not void or impair the remaining provisions hereof, which shall remain in full force and effect as if such invalid or unenforceable provision has never been contained herein.
- 6.5 RIGHT START may assign its rights and duties hereunder provided that the assignee is the successor by operation of law or otherwise, to the business of RIGHT START Employee may not, without prior written consent of RIGHT START assign his/her rights and duties hereunder.

- 6.6 For the convenience of the parties hereto, any number of counterparts may be executed, and each counterpart shall be deemed an original instrument.
- 6.7 This agreement shall be governed by and enforced in accordance with the laws of any and all other states in which RIGHT START is licensed and engaging or doing business. Any litigation arising from this Agreement shall be brought in the courts of Los Angeles, California (LA County).
- 6.8 This Agreement and all its provisions shall survive termination of this Agreement and/or termination of Employee's employment with RIGHT START.
- 6.9 Except to the extent otherwise expressly permitted hereunder, all notices, requests, demands, directions and other communications (collectively, "Notices") under this Agreement shall be sent by first-class mail, or by nationally recognized overnight courier, or by telex or telecopy, or by machine-readable electronic transmission, or by personal delivery. All Notices shall be sent to the applicable party at the address provided therefore on the signature page hereto, in all cases with postage or other charges prepaid, Any such properly given Notice shall be effective on the earliest to occur of receipt, machine generated written confirmation of receipt of telexed or telescoped communications, one (1) business day after delivery to a nationally recognized overnight courier, or three (3) business days after deposit in the U.S. Mail.
- 6.10 Attorneys' Fees, If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
- 6.11 Arbitration, Any dispute or controversy arising under, out of, in connection with or in relation to this Agreement, and any amendment thereof, or the breach thereof, shall be determined and settled by arbitration in Los Angeles County, California, in accordance with the Rule of The American Arbitration Association, except that, if a civil action is pending against Company prior to the arbitration hearing which arises out of or relates to a loan originated by Employee , then Company shall have the option to have the dispute resolved in that pending civil action. Any award rendered in the Arbitration shall be binding on each of the parties hereto, and judgment may be entered thereon in any court having jurisdiction thereof.

[SIGNATURE TO FOLLOW ON NEXT PAGE]

I HAVE READ, FULLY UNDERSTAND, ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT AND ALL EXHIBITS ATTACHED HERETO. I HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT. I HAVE CONSULTED WITH COUNSEL OF MY CHOOSING BEFORE EXECUTING THIS AGREEMENT.

Date: _____

Employee signature

Print Name: _____

Home Address: _____

Date: _____

BOTTOMLINE MORTGAGE INC.
DBA RIGHT START MORTGAGE

By: _____
Buster Williams, President

EXHIBIT A
FEE SCHEDULE

RIGHT START - Per Loan Fees/Revenue - In Network

1. RIGHT START shall receive a Fee of \$995.00 for every loan closed and funded by RIGHT START on behalf of the Employee. The Fee shall be for services and items required to close and shall include but not be limited to Underwriting, Shipping, E&O Insurance, HUD & CPA Audit, Insuring, Funding Fee, QC Audit, Tax Service, Flood Certification and Document Preparation Fee.
2. Processing Fee: \$595.00 (Only collected if RIGHT START performs the processing for a loan. Considered an expense for the purpose of calculating Commissions if not collected on the HUD)
3. Non Escrow Fee: \$500.00 (Only collected if Loan does not contain escrow for taxes and insurance. Considered an expense for the purpose of calculating Commissions if not collected on the HUD)
4. Second Mortgage (Piggy back): \$350.00 fee per closed loan.
5. Re-Draw Fee: \$250.00 for any changes causing RIGHT START to issue new set of closing documents.
6. Rush Fee: \$150.00 for any loan that requires RIGHT START to close prior to the then standard time frames.
7. Wire Transfer Fee \$50.00

RIGHT START Brokered Loans - Per Loan Fees/Revenue - Out of Network

1. Brokered Loan Fee: \$995.00 per loan
2. Processing Fee: \$595.00 (Only collected if RIGHT START performs the processing for a loan. Considered an expense for the purpose of calculating Commissions if not collected on the HUD)

Acknowledged By:

Print Name

Signature

Date: _____

EXHIBIT A
FEE SCHEDULE

RIGHT START - Per Loan Fees/Revenue - In Network

1. RIGHT START shall receive a Fee of \$995.00 for every loan closed and funded by RIGHT START on behalf of the Employee. The Fee shall be for services and items required to close and shall include but not be limited to Underwriting, Shipping, E&O Insurance, HUD & CPA Audit, Insuring, Funding Fee, QC Audit, Tax Service, Flood Certification and Document Preparation Fee.
2. Processing Fee: \$595.00 (Only collected if RIGHT START performs the processing for a loan. Considered an expense for the purpose of calculating Commissions if not collected on the HUD)
3. Non Escrow Fee: \$500.00 (Only collected if Loan does not contain escrow for taxes and insurance. Considered an expense for the purpose of calculating Commissions if not collected on the HUD)
4. Second Mortgage/(Piggy back): \$350.00 fee per closed loan.
5. Re-Draw Fee: \$250.00 for any changes causing RIGHT START to issue new set of closing documents.
6. Rush Fee: \$150.00 for any loan that requires RIGHT START to close prior to the then standard time frames.
7. Wire Transfer Fee \$50.00

RIGHT START Brokered Loans - Per Loan Fees/Revenue - Out of Network

1. Brokered Loan Fee: 30bps per closed loan
2. Processing Fee: \$595.00 (Only collected if RIGHT START performs the processing for a loan. Considered an expense for the purpose of calculating Commissions if not collected on the HUD)

Acknowledged By:

Print Name

Signature

Date: _____

RIGHT START ADMINISTRATIVE SERVICE FEES

Application and One-Time-Setup Fee: \$795.00 initial fee with a \$200.00 annual renewal fee.

Additional Employee Applications and One-Time-Setup Fee: \$275.00 per employee with a \$200.00 annual renewal fee. The One-Time Setup and annual fees are subject to change based on cost of services being provided and in the sole discretion of RIGHT START

Right Start's POS custom origination web site is required for each employee. The fee for creation, customizing, maintaining and URL costs are: \$10.00 per application recorded, billed monthly to each branch employee at the branch's expense. (application is considered credit report ordered)

Medical/Dental/Vision Benefits payroll and Expenses shall be the responsibility of the Branch.

State Licensing: To be billed at cost and considered a Branch expense for the purpose of calculating Commissions.

Regulatory and Compliance Fee: No Charge

Legal Fees: \$250.00 per hour as requested by Branch.

Upon execution of this Agreement the Branch agrees to deposit with RIGHT START a minimum of \$100.00 per account for a total of \$200.00. RIGHT START shall open Bank Accounts for each Branch to deposit all Commissions and Reserves as set forth in this Agreement (Operating Account and a Loan Loss Reserve). The Bank Accounts may require a monthly fee for maintenance or miscellaneous charges that will be billed to Branch at cost.

Loss Loan Reserve: 5% of income of each loan funded with a maximum reserve account of \$100,000.00.

Administrative Fees: \$250.00 per month for all Branches with 3 or more Employee's.

Medical/Dental/Vision Benefits, Payroll and Expenses shall be the responsibility of the Loan Officer and billed at Cost.

Acknowledged By:

Print Name

Date

Signature

EXHIBIT B
RIGHT START, INC. BRANCH P&L POLICY

As a “Branch Manager”, your Commission is the net profit from the loan production associated with your branch. To calculate your net income, all income and expenses associated with your branch will be tracked and reported to you on a Profit and Loss statement (P&L). In addition to the P&L, we will also send you supporting schedules to provide you detail to some of the numbers that appear on your P&L.

As the Branch Manager, you are required to review the P&L and the supporting schedules thoroughly.

P&L Confirmation: Individual P&L statements, including supporting documentation and confirmation letters are distributed to each Branch Manager on each Pay Period. Any questions or discrepancies on the P&L are to be reported to the Accounting Department at RIGHT START’S corporate headquarters in Monrovia, CA. on the Confirmation Letter sent with the P&L.

All confirmations are due back, signed by the Branch Manager(s) by the dates indicated in the letter. Failure to return the form by the end of the following month will result in the withholding of all current and future payments due the Branch Manager(s) until such time confirmation(s) are received.

Operating Reserve: Each Branch must leave the equivalent of one (1) month of the Branch Operating Expense in the P&L as reserves. One month’s operating expense is defined as the average of the previous three (3) months’ Branch Operating Expense.

Acknowledged By:

Print Name

Signature

Date: _____

EXHIBIT C
PREMIUM RECAPTURE POLICY

In certain cases, premiums and/or fees, including premium pricing and servicing released premiums paid by investors and/or services may be subject to recapture upon the early payoff of the loan. The terms of the recapture policies vary in terms of the time period the loan is paid off and the amount required to be refunded as incorporated in our correspondent/broker agreements. In general, the recapture period is twelve (12) months from the date the loan is transferred.

In the event that RIGHT START is charged with recapture of any premiums and or fees associated with the early payoff of a loan, those fees will be charged to the originating branch. In no case will the charge back to the originating branch exceed the amount originally credited to the branch when the loan is closed.

Acknowledged By:

Print Name

Signature

Date: _____

EXHIBIT D
LOSS LOAN RESERVE ACCOUNT

In certain instances, RIGHT START may have to repurchase loans from its investors or indemnify investors for losses sustained on a loan. Generally, the cause for repurchase is due to the investor's discovery that the representations and warranties contained in the loan purchase and sale agreements were not accurate with respect to a loan. In some cases, RIGHT START may have to sell a loan as "Scratch and Dent" and sustain a loss due to inaccurate information received and relied upon to underwrite a loan.

The funds that will be considered RIGHT STARTSFUNDS used for the repurchase/losses sustained in the above referenced instances will come from the Loss Loan Reserve Account described in Exhibit A ("Reserve Funds"). The Reserve Funds shall be held in the Loss Loan Reserve Account for a period of twelve (12) months from the date that Employee's employment with RIGHT START either ceases by termination, resignation or other. At the sole discretion of the RIGHT START the Reserve Funds may be used to pay any/all of Employee's expenses.

Acknowledged By:

Print Name

Signature

Date: _____

EXHIBIT E
COMPENSATION

Please be advised if there are not clear funds (check has cleared & funds are available) in your operating account we will not issue any checks. All deposits into the operating account will take 10 business days from the time of deposit per bank regulation to have funds cleared. Therefore, it is mandatory that the operating account be properly funded in order to issue checks in a timely fashion.

Acknowledged By:

Print Name

Signature

Date: _____

EXHIBIT F
OUT OF NETWORK LOANS

The Branch agrees to use its best efforts to first seek approval for closing and funding with RIGHT START Any and all loans brokered to any approved RIGHT START Lenders (Out of Network Loans) must be processed through the corporate office or as directed by RIGHT START and as set forth in paragraph 2.2 herein.

Acknowledged By:

Print Name

Signature

Date: _____

Branch Operation Budget

Manager: _____ Phone: _____

Address: _____ Fax: _____

Cit/State: _____ Zip: _____

Budget Type

Opening Budget: _____

Semi-Annual Budget: _____

Anticipated Volume for the next six months:

Number of loans: _____

Types of Loans:

Conforming: _____

Sub Prime: _____

Office Expenses:

<u>Item</u>	<u>Monthly Amount</u>
Salaries	\$ _____
Lease Rent	\$ _____
Telephone	\$ _____
Advertising	\$ _____
Office Supplies	\$ _____
Other _____	\$ _____
Other _____	\$ _____

Total Monthly Budget\$ _____

Branch Operating Budget: Each branch must leave the equivalent of one (1) month of the above monthly Budget in the P&L as reserve. One month operating expense is defined as the average of the previous (3) months expenses as provided for above.

Operating reserves must be capitalized to the total amount of the monthly budget within 90 days of licensing.

Date

Signature