

EXECUTIVE BONUS AGREEMENT

This AGREEMENT is made and entered into as of the th day of , 200 , by and between , , , , , , (hereinafter referred to as the "Executive") and , , , Suite , ("Company"),

IN CONSIDERATION of the mutual covenants hereinafter made by each party to the other, the Executive and the Company agree as follows:

EMPLOYMENT AND BONUS COMPENSATION

Paragraph One. The Company recognizes the very important contribution that the Executive has made to the Company thus far. The Company and the Executive continue to enjoy the benefits of the Executive's employment.

Paragraph Two. The Company agrees that, in addition to the normal and regular payment of compensation currently being paid, as determined by Company, as well the normal and regular vacation and employee benefits, the Executive shall be entitled to participate, starting with the 2006 calendar year, in an executive bonus plan, as stated in the Exhibit (Schedule A) attached to this Agreement, as amended from time to time, subject to the terms and conditions provided therein. The Company reserves the right to terminate the plan for any given calendar year prior to the start of such year. Vested, declared and payouts already committed and projects already underway will not be affected by such termination. The Company also reserves the right to specifically exclude any corporate investment from the bonus calculation, i.e., those investments where Executives had little or no involvement in the creation, finding or recommendation of the investment. Notification and determination of the amount of the bonus will be made in writing by March 15th of the following year, as determined solely by the Chief Executive Officer of the Company. Executive shall be deemed to have consented to such determination without objection unless Executive notifies Company within twenty (20) days from the date such bonus has been received.

FIDUCIARY OBLIGATIONS OF THE EXECUTIVE

Paragraph Three. The Executive agrees to continue to devote her full energies, abilities, attention and business time to the performance of her employment obligations and responsibilities as assigned by the Corporation's management and owner. The Executive further agrees that she will not engage in any activity which conflicts or interferes with, or in any way compromises, her performance of those obligations and responsibilities.

Paragraph Four. The Executive recognizes that, by virtue of her employment by the Company and to assist her in the performance of his duties, she will be prohibited from divulging confidential and proprietary data of the Company that is not known either to its competitors or within the business community generally and which has independent economic value to the Company. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to: data relating to the Company's uniqueness, its procedures, its business, financial, management, investment and personnel strategies; and the criteria used by the Company in providing its services; and other data relating to the financial administration and investment strategies of the Company. The Executive recognizes that this Confidential Information constitutes a valuable property of the Company, developed over a long period of time and at substantial expense. Accordingly, the Executive agrees that she will not, at any time during his employment by the Company, divulge such Confidential Information or make use of it for his own purposes or the purposes of another. The Executive agrees that all intellectual property, such as computer programs, systems or software, developed during her employment or as a result of her employment is work for hire performed by the Executive in the scope of her employment. The Company shall retain all proprietary rights to any and all such intellectual property. Executive agrees to execute any documents necessary to perfect Company's interest in such intellectual property upon Company's request.

TERMINATION OF EMPLOYMENT RELATIONSHIP

Paragraph Five. The Executive and the Company understand and agree that each has the right, upon sixty (60) days' written notice (hereinafter referred to as the "Notice Period"), to terminate the employment relationship for any reason whatsoever. The Company may, at its option, pay the Executive for the Notice Period in lieu of active employment during the Notice Period. It is further agreed that Company may terminate such employment without any notice in the event Executive breaches this Agreement, commits any dishonest or fraudulent act or is unable to lawfully perform his duties hereunder.

Paragraph Six. The Company agrees to continue in effect during the Notice Period any compensation and benefits to which the Executive may be entitled as an employee of the Company. It is understood and agreed that at the expiration of the Notice Period, the Executive's entitlement to any such compensation and benefits shall cease.

Paragraph Seven. The Executive agrees that during the Notice Period, she will cooperate fully with the Company in all matters relating to the winding up of any pending work and the orderly transfer to other Company employees of work for which she has most recently been responsible. The Executive further agrees that, during the Notice Period (whether or not active employment continues during the Notice Period), Executive's fiduciary duties to Company shall remain in effect.

Paragraph Eight. The Executive agrees that, prior to the expiration of the Notice Period, she will return to the Company all literature, correspondence, memoranda, reports, summaries, manuals, proposals, prospectuses, contracts and other documents of any kind which relate in any way to the business of the Company, including specifically all materials which comprise or refer to the Company's Confidential Information. It is understood and agreed that the Executive will not retain any copy, facsimile or note intended to memorialize any such data.

Paragraph Nine. The Executive understands and agrees that, during or at the expiration of the Notice Period, she will attend any meeting the Company may convene to: (i) review the status of the projects for which the Executive has most recently been responsible; (ii) ensure that the Executive has fully obtained her entitlements under this Agreement; and/or (iii) confirm that the Executive clearly understands the nature and scope of her post-employment obligations.

POST-EMPLOYMENT OBLIGATIONS OF THE PARTIES

Paragraph Ten. The Company agrees that the Executive, upon the termination of her employment, shall be entitled to such severance pay, if any, as may then be provided for under the Company's personnel policies. It is understood and agreed that the Company may, in its discretion, increase both the amount of severance pay due the Executive, and the time period for distributing same.

Paragraph Eleven. The Executive recognizes the highly sensitive nature of the Confidential Information to which she will have access during his employment, and acknowledges the Company's legitimate interest in safeguarding same from disclosure. Accordingly, the Executive agrees that, for a period of two (2) years following the termination of his employment for any reason whatsoever, she will not divulge the Company's Confidential Information or make use of it for her own purpose or the purpose of another.

Paragraph Twelve. The Executive recognizes that employees of the Company are a valuable resource of the Company. Accordingly, the Executive agrees that, for a period of two (2) years following the termination of his employment for any reason whatsoever, she will not, directly or indirectly, solicit, induce or recruit any employee of the Company to leave the employ of the Company.

Paragraph Thirteen. Notwithstanding anything contained herein to the contrary, the Post-Employment obligations of the Executive contained in Paragraph Eleven and Paragraph Twelve shall become null and void and have no further effect immediately upon a Change in Control of the Corporation as defined herein. The Company shall send written notice to the Executive within ten (10) days of a Change in Control of the Corporation, notifying the Executive that such event has taken place. Failure of the Company to send such notice shall not preclude the release of the Executive from the Post-Employment Obligations contained in Paragraph Eleven and Paragraph Twelve. For the purposes of this Paragraph Thirteen, the following definitions apply:

A. The term "Change in Control" means a transaction, event, sales, or business combination, during which the current owner no longer owns more than 50% of the outstanding shares of the Company.

ENFORCEMENT

Paragraph Fourteen. The Executive and the Company understand and agree that any breach or evasion of any term of this Agreement will give rise to an action for breach of contract, which may be brought in any court of competent jurisdiction.

Paragraph Fifteen. The Executive recognizes that the rights and privileges granted to her by this Agreement, her services and her corresponding covenants to the Company, are of a special, unique and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law or through the offset or withholding of any monies to which she otherwise might be entitled from the Company. Accordingly, the Executive understands and agrees that the Company shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of this Agreement.

Paragraph Sixteen. This Agreement shall be governed by and construed in accordance with the laws of the state of residence of Executive as of the date of this Agreement, as evidenced by the personnel records of the Company.

Paragraph Seventeen. The provisions of this Agreement are intended to be interpreted and construed in a manner that makes such provisions valid, legal and enforceable. In the event any provision of this Agreement is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render such provision valid, legal and enforceable. It is expressly understood and agreed between the parties that this modification or restriction may be accomplished by mutual accord between the parties or, alternatively, by disposition of a court of law. If such provision cannot under any circumstances be so modified or restricted, it shall be excised from this Agreement without affecting the validity, legality or enforceability of any remaining provisions.

Paragraph Eighteen. The Executive agrees that, in the event of a breach of the provisions of Paragraph Eleven or Twelve, or both, the time period specified in such paragraphs shall be extended by the number of days between the date of such breach and the date such breach is enjoined or other relief is granted the Company by a court of competent jurisdiction. It is the intention of the parties that the Company shall enjoy the faithful performance by Executive of the covenants specified in said paragraphs for the full time periods specified therein.

MISCELLANEOUS

Paragraph Nineteen. Except as hereinafter provided, this Agreement supersedes all existing Company policies, and all previous agreements between the parties, to the extent that such policies and agreements consider subject matters herein addressed. Any and all prior covenants entered into by Executive for the benefit of Company and relating to restrictions on Executive's business activities after termination of employment with Company remain in full force and effect. Company, however, agrees that the contingent release of Post-Employment obligations contemplated by Paragraph Thirteen shall apply with like force and effect to any such prior covenants.

Paragraph Twenty. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company and may be enforced by any subsidiary of the Company for whom Executive has provided services hereunder.

Paragraph Twenty-One. As used in this Agreement, all terms of masculine gender shall be construed, where appropriate, to be of the feminine gender.

Paragraph Twenty-Two. In the event either party sues to enforce its rights hereunder, the prevailing party in any such litigation shall have the right to have up to \$5,000 of its reasonable attorneys fees and costs reimbursed by the other party.

ACKNOWLEDGMENT

The Executive and the Company, by its designated representative, hereby acknowledge that they have read and understand each of the provisions of this Agreement, that they have executed this Agreement voluntarily and with full knowledge of its significance, and that they intend to be fully bound by the same.

, Inc.

/s/ , President

Witness:

Attest by Notary

Schedule A

Calculation of Annual Bonus

THIS SCHEDULE SHALL PROVIDE A GUIDELINE AS TO HOW THE PARTIES SHALL DETERMINE THE ANNUAL EXECUTIVE BONUS, AND SHALL REMAIN AN INTEGRAL PART OF THE EXECUTIVE BONUS AGREEMENT.

- 1) Determination shall be made as to the annual book accounting income for the calendar year, according to Generally Accepted Accounting Principles, generally determined by the annual Quick Books profit and loss statement.
- 2) An amount of thirty (30%) percent shall be withheld as a carryover reserve for the subsequent accounting year.
- 3) An amount equal to the highest marginal tax bracket applied to the individual S Corporation shareholder taxable income for the respective accounting year, shall be withheld.
- 4) An amount equal to thirty (30%) percent of the remaining sum shall be paid to the Executive.

By Example Only :

- 1) 200 book income
- 2) 30% carryover reserve
- 3) Tax at highest marginal rate related to Executive's share
- 4) Bonus Payable