This agreement is made and entered into on Thursday, March 08, 2012, by and between Nationsearch Staffing Solutions, with its principal place of business located at 11160 Huron Street, Suite 100, Northglenn, Colorado 80234 (hereinafter known as "NSS") and,LenderLive Network (hereinafter referred to as "Client").

1. Job description. NSS agrees to assign its employees to Client in order to perform the work assigned.

2. In addition to providing assigned employees to perform the work assigned, NSS agrees to select and hire applicants who, in NSS's judgment, are best qualified to perform the type of work required. As the employer, NSS in cooperation with Corporate Management Group (hereinafter referred to as CMG) will:
   a) Maintain all necessary personnel and payroll records for its employees assigned to Client.
   b) Compute their wages and withhold applicable Federal, State, and local taxes and Federal Social Security payments.
   c) Remit assigned employee withholding to proper governmental authorities and make employer contributions for Federal FICA, and Federal and State unemployment insurance payments.
   d) Pay net wages and fringe benefits, if any, directly to its assigned employees
   e) Provide for Worker's Compensation and liability insurance coverage in the amounts as hereinafter set forth; and
   f) At the request of Client, provide that this arrangement shall in no way affect the right of NSS, in its sole discretion as employer, to hire, reassign, and/or terminate its own employees.

3. Client obligations and Responsibilities:
   a) Client agrees to provide NSS assigned employees with a safe, suitable place of work that shall comply will all applicable Federal, State and local health and safety laws.
   b) Client shall provide training, appropriate information and any necessary safety equipment on NSS's assigned employees. Client shall furnish NSS with copies of the company's safety rules and regulations. Client agrees to pay for background and drug screening fees as set by clients requirement/expectations.
   c) NSS and NSS's worker's compensation carrier shall have the right to inspect Client's premises during normal business hours and to make recommendations pertaining to job safety. It is agreed that NSS, by inspecting such premises, assumes neither liability nor responsibility for any unsafe working conditions that may exist.
   d) Client agrees not to change the NSS assigned employee's job duties without express prior written approval from NSS.
   e) Client agrees to verify hours worked(evidence of time worked) presented by NSS assigned employees in order to record the compensable working time of the NSS assigned employees, and to designate a member of its staff who will be authorized to approve hours worked on behalf of Client.
   f) Client is responsible for the acts, errors and/or omissions of Assigned Employees (a) working at unattended premises, (b) working in situations lacking appropriate internal controls and safeguards, (c) handling cash, negotiable instruments, valuables, or similar property.
   g) During the term of this agreement and for a six month period following its termination for any reason, Client shall not hire NSS's On-sight Manager(s) or Coordinator(s). If Client wishes to do so, Client shall pay NSS an amount equal to one year's salary of the On-Site Manager/Coordinator.
   h) Client agrees to notify NSS's of the desire to hire temporary staff, provided by NSS in a timely manner, in writing.

4. Compensation. In consideration of NSS's performance hereunder, Client agrees to pay NSS/CMG at the hourly rates(s) agreed upon by both parties (Exhibit A). NSS/CMG will require Client to pay invoice within 30 (thirty) days of receipt of invoice(s). The verified hours worked by each NSS employee assigned to Client will conclusive as to the number of compensable hours worked by each NSS employee assigned to Client for that workweek. The billing rate(s) include(s) assigned employee wages, the payroll burden cost referred to in paragraph (2) above, and gross profit. It is mutually agreed that, if, at any time during the term of this agreement, NSS/CMG is required to increase such wage and/or payroll burden costs, including but not limited to, statutory increases in employment taxes, increase in worker's compensation rates, as the direct result of any determination, order, or action by any Federal, State, or local governmental authority, or collective bargaining unit, Client shall reimburse NSS/CMG at cost for any such increase. Rates previously agreed to (Exhibit A) will be increased accordingly. Where applicable, Client will pay any State or local sales tax.
5. Replacement of Temporary Employee: If client dismisses NSS's temporary staff, due to violation of policy or procedure NSS will replace the staff member, as soon as a suitable applicant can be found.

6. Overtime. It is mutually understood that the rate(s) referred to in paragraph (4) above does not include NSS assigned employees working overtime. In the event NSS assigned employees assigned to Client do work in excess of forty (40) hours in any one NSS workweek (seven consecutive 24-hour periods as established by the NSS office), Client will pay NSS/CMG for such additional hours at the rate of one and one-half the assigned employee's straight-time rate. Such additional hours, if any, shall be performed only at the specific request of Client, and shall be evidenced by the verified hours referred to in paragraph (3) above.

7. Workers' Compensation and Liability
    a) NSS through its partnership with CMG has procured, and will maintain in effect throughout the life of this Agreement, Workers' Compensation insurance in full limits as required by statue covering NSS employees assigned to Client. If any direct claim for Workers' Compensation benefits is asserted against Client by any of said assigned employees (or in the event of death by their personal representatives), then, upon timely written notice from Client, CMG shall undertake to defend Client against such claim(s) to the extent of all benefits awarded. However, CMG reserves the right to subrogate workers' compensation claims due to negligence or willful misconduct by Client.
    b) NSS through its partnership with CMG has procured, and will maintain in effect throughout the life of this Agreement, a general liability and Property Damage Policy in the amount of $1,000,000.00.
    c) It is mutually understood and agreed that the above insurance does not cover bodily injury, physical loss, or property damage caused by an NSS assigned employee driving in a motor vehicle or driving any motorized equipment in furtherance of Client's business and while within the scope of employment, and that Client will accept full responsibility for bodily injury, property damage, cargo damage, fire, theft, loss, collision, or public liability damage claims that may result from, or be caused by, a NSS assigned employee driving a motor vehicle or driving motorized equipment of any kind in the performance of their duties hereunder without first obtaining NSS's written consent.

8. Legal Compliance and Indemnity. In its performance of this Agreement, NSS will comply with all Federal, State, and local laws including, but not limited to, the provisions of the Equal Opportunity Act and the Fair Labor Standards Act, and will indemnify and hold Client harmless from and against any claims, demands, suits, loses, damages, costs, and expenses arising out of any non-compliance violations by NSS of any

such laws. In addition, NSS will indemnify and hold Client harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs, and expenses for bodily injury to or death of any person, or damage to or destruction of any property directly caused by any negligent act, negligent omission, willful misconduct or intentional act on the part of NSS, its officers, or assigned employees, except for any such liabilities, claims, suits, losses, damages, costs, and expenses resulting from work performed as instructed by Client, any negligent act, negligent omission, willful misconduct or intentional act on the part of Client, its officers, employees or agents.

9. The term of the agreement, shall continue on a month to month basis, subject to cancellation at any time by either party on thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized signing officers as of the day and year shown above.

Client	Nationsearch Staffing Solutions
By:	By:
Print: MONA Rosenberg	Print:
Title: VP HR	Title:

Corporate Management Group

By:

Print:

Title:

NS Staffing Solutions

EXHIBIT A

1. Job Description. NSS temporary associates assigned to Client (LenderLive) under this Agreement shall be qualified to perform the following work; (to be determined).

2. Compensation. The following are the bill rates for each temporary associate to be utilized by Client:

Scenario A: Rollover of existing temporary staff.

	Regular hours	Overtime
Billing Multiplier	1.30	1.28

Scenario B: Payroll services for referred staff.

	Regular hours	Overtime
Billing Multiplier	1.30	1.28

Scenario C: New Temporary Staff-Regular Bill Rate

	Regular hours	Overtime
Billing Multiplier	1.33	1.28
After 90 days	1.30	1.28
Volume over 50 employees in the first 90 days	1.31	1.28

The above bill rates include:

a. Temporary Associate Pay Rate
b. Employer FICA Contribution
c. Employer Federal and State Unemployment Contributions
d. Workers' Compensation, Fidelity and Liability Insurance
e. Health and Life Benefits
f. General Administrative and Overhead Expenses

3. Client agrees to pay all charges within 30 days of receipt of invoice(s) .
4. Buyout Fees: If client wishes to hire a temporary employee from NSS the following pay out would occur:

Tier One: 1-45 days into assignment **Client to pay NSS $700.00**	**After 90 days: No fee to client**
Tier Two: 45-90 days into assignment **Client to pay NSS $600.00**	**Direct Hire: NSS to recruit for position(s) chosen by client: Client to pay NSS 15% of annual salary of position. If placement ends or is terminated within 90 days, NSS will replace Direct Hire with suitable applicant.**

5. Above rates to be reviewed annually and only changed due to changes in workforce burden costs. (i.e. increased workers' compensation rate or employer payroll taxes.)

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EXHIBIT A

Client	Nationsearch Staffing Solutions
By: ______	By: ______
Date: 3/19/12	Date: ______