

**Exhibit B-1**

## Amendment to Johnson Employment Agreement

This Amendment to Employment Agreement is entered into as of August 5, 2002 by and between Amber Johnson ("Employee") and LoanCity.com, Inc., a California corporation (the "Corporation").

### RECITALS

A. Employee and the Corporation are parties to that certain Employment Agreement dated as of March 15, 2001 pursuant to which Employee serves as the Corporation's Chief Operating Officer ("Employment Agreement").

B. Employee and the Corporation desire to amend the Employment Agreement effective as of January 1, 2002 to modify Employee's employment duties and compensation.

### AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree to amend the Employment Agreement as follows:

1. **Employee's Duties.** Section 1. c. of the Employment Agreement is amended to read in full as follows:

"c. **Employee's Duties.** Unless otherwise mutually agreed to in writing by the parties, Employee shall serve as the Corporation's Chief Operating Officer. Employee shall devote her full productive time, attention, energy, and skill during regular business hours to the business of the Corporation during the Employment Term (as defined below), and shall not become engaged to render similar mortgage banking business services on behalf of any other entity or person while employed hereunder, without the consent of the Corporation's Chief Executive Officer. Employee shall report directly to the Corporation's Chief Executive Officer."

2. **Base Salary and Bonus Incentive Plans.** Section 3. a. of the Employment Agreement is amended to read in full as follows:

"a. **Base Salary and Bonus Incentive Plan.** Commencing as of January 1, 2002, (the "Effective Date"), Employee shall receive as her base compensation hereunder a minimum fixed monthly salary at the rate of Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$16,666.67) per month, less all-applicable deductions and withholdings, for each month during the Employment Term, payable in substantially equal installments on a semi-monthly basis, in arrears; provided, however, that if during the period commencing on the Effective Date and ending on the date of execution and delivery of this Agreement, Employee's compensation at such rate is greater than the compensation paid by the Corporation to Employee during such period, such difference shall be paid to Employee promptly following such execution and delivery. The Board of Directors may, at any time or from time to time during the Employment Term, increase Employee's salary in light of the Corporation's performance and Employee's contribution thereto, and any other factors that the Board

ay deem relevant. Employee shall also be eligible to participate in bonus incentive plans that the Board of Directors may adopt from time to time."

3. **Bonus.** Section 3. b. of the Employment Agreement is amended to read in full as follows:

"b. **Quarterly Bonus.** Employee shall also receive a quarterly cash bonus for each calendar quarter during the Employment Term. The quarterly cash bonus shall equal Fifty Thousand Dollars (\$50,000) (the "Quarterly Cash Bonus") so long as the Corporation has achieved its performance goals (the "Performance Goals") for such calendar quarter as set forth in the document entitled "Performance Goals" approved by the Corporation's Chief Executive Officer within 45 days following the execution of this Agreement and successively by the Chief Executive Officer preceding the inception of each fiscal year. In the event Performance Goals are not so provided, Employee shall be entitled to her Quarterly Cash Bonus for each quarter for which Performance Goals are not so provided. Notwithstanding the foregoing, within 30 days after the end of each calendar year during the Employment Term, Employee's Quarterly Cash Bonus for the quarter ending December 31 shall be adjusted upwards, if necessary, such that Employee's aggregate Quarterly Cash Bonuses for such calendar year shall be Two Hundred Thousand Dollars (\$200,000) if the Performance Goals for the prior calendar year were met. The Quarterly Cash Bonus shall be payable within 30 days after the end of the applicable calendar quarter for which the bonus has been generated."

4. **Stock Options.** A new section 3.f. is hereby added to the Employment Agreement to read in full as follows:

"f. **Stock Options.** Employee shall be permitted to participate in any stock option or equity incentives as adopted by the Corporation from time to time for the grant of stock options and similar plans as adopted by the Corporation to its employees. In addition, subject to the approval of the Corporation's Board of Directors, Employee shall be granted an incentive stock option under the Corporation's 1999 Stock Option/Stock Issuance Plan (the "Option") to purchase a number of shares of the Corporation's common stock which, when added to the number of shares of the Corporation's common stock subject to options held by Employee as of the date of this Agreement, will equal four percent (4%) of the Corporation's common stock outstanding as of the date hereof, determined on a fully-diluted basis (assuming the conversion of all preferred stock and the exercise of all outstanding options, warrants, and other convertible securities) and adjusted for the 1-for-20 reverse split of the Corporation's capital stock (the "Option Shares"). The per share exercise price of the Option shall be \$20 per share, so long as the Corporation's Board of Directors determines that such value is at least equal to or greater than the fair market value of the Corporation's common stock on the date the Board of Directors approves the grant of the Option ("Grant Date"). The Option shall be immediately exercisable as to 25% of the Option Shares and so long as Employee continues in service with the Corporation, the Option shall vest and become exercisable with respect to the remaining 75% of the Option Shares in twenty-four (24) equal successive monthly installments upon Employee's completion of each additional month of service after the date of grant of the Option. The grant of the Option will also be subject to (i) the Corporation complying with applicable federal or state securities laws and (ii) Employee's executing and delivering such documentation as may reasonably be requested by the Corporation in connection with such grant."

5. **Employment Agreement Continues.** The Employment Agreement, as amended hereby, shall continue if full force and effect in accordance with its terms.

6. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely within the State of California. Venue for all disputes of any kind arising out of this Agreement shall be the County of Santa Clara, State of California.

7. **Attorneys' Fees; Costs.** If a party breaches this Agreement, the breaching party shall pay all costs and attorneys' fees incurred by the other party arising out of such breach.

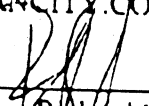
8. **Entire Agreement.** The Employment Agreement, as amended hereby, constitute the entire agreement and understanding between the parties with respect to the subject matters herein, and shall supersede and replace any prior agreements and understandings, whether oral or written, by and among them with respect to such matters. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of both parties to this Agreement.

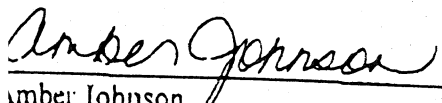
9. **Severability.** If for any reason any provision of this Agreement shall be determined to be invalid or inoperative, the validity and effect of the other provisions hereof shall not be affected thereby, provided that no such severability shall be effective if it causes a material detriment to any party.

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, representatives, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to Employment Agreement of the date first above written.

COANCITY.COM, INC:

by:   
Richard D. Soukoulis  
Chief Executive Officer

  
Amber Johnson

**Exhibit B-2**

Tom Byrom

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From: Nick Labao  
Sent: Thursday, September 30, 2004 1:13 PM  
To: Alex Aguilar  
Cc: Tom Byrom; Rick Soukoulis  
Subject: Amber's comp

10/4/04

Alex,

Per Amber's employee contract, Amber should be receiving a \$200k base and a \$200k bonus based upon objectives, plus 1 bps on overall production based upon company performance.

96.1539

The following should be changed in the next payroll to reflect her agreement:

- \$200k bonus is to be paid quarterly based upon objectives (rick to approve)
- 1 bps is to be paid quarterly based upon company objectives (rick to approve)

Once these changes are made, please notify me and I or Rick will notify Amber of the change.

Nick

EVP, Finance  
Loancity  
5671 Santa Teresa Blvd. Suite 100  
San Jose, CA 95123  
phone: 408.360.1630  
cell: 408.421.1421  
fax: 408.360.2446  
nlabao@loancity.com

100k base 192,307.7

750.00 CAR ALLOWANCE  
1 BPS ON NATL