

EXHIBIT A

WSC PROPOSED TRIAL EXHIBIT # 640

Washington
Loan Company, Inc.

5424 SAND POINT WAY NE
SEATTLE, WASHINGTON 98105
206/527-3801 • FAX 206/526-7629

October 5, 2006

Joseph R. Deville and Robert L. Bennion
Bennion & Deville Fine Homes, Inc.
DBA Windermere Real Estate Coachella Valley
74-850 Highway 111
Indian Wells, CA 92210

RE: Agreement concerning line of credit

Dear Bob and Bob:

This is to confirm the terms discussed and agreed concerning our advance last week of \$250,000.00 against your Line of Credit Promissory Note dated March 17, 2005. You have agreed as follows:

1. As security for this advance you will immediately record a Deed of Trust in the amount of \$250,000.00 against your real property commonly known as 34 Mirada, naming Bennion & Deville Fine Homes as the beneficiary. You will immediately thereafter record an assignment of that Deed of Trust to the Washington Loan Company. Conformed copies of both documents will be provided immediately after recording.
2. As security for your prior advance of \$300,000.00 (which you used in connection with your construction of a new primary residence on your Garner Valley property), you will immediately record a Deed of Trust in that amount against your commercial building commonly known as 850 North Palm Canyon, naming Bennion & Deville Fine Homes as beneficiary. You will immediately thereafter record an assignment of that Deed of Trust to the Washington Loan Company. Conformed copies of both documents will be provided immediately after recording.
3. You have represented to us that upon completion of construction at your Garner Valley property (estimated to be on or about November 1, 2006) you will be converting your construction loan into permanent financing in the amount of approximately \$649,000. Once that conversion has occurred, you will record a deed of trust in the amount of \$300,000.00 against the Garner Valley property, naming Bennion & Deville Fine Homes, Inc. as the beneficiary. You will immediately thereafter record an assignment of that Deed of Trust to the Washington Loan Company. Conformed copies of both documents will be provided immediately after recording. Once those documents have been recorded against the Garner Valley

COPY

10/31/2006 TUE 10:49 [TX/RX NO 8848] 6

Exhibit
38
WITNESS: Deville
DATE: 07/26/16
Shari Stethorn
CSR No. 2807

WSC 234

Joseph R. Deville and Robert L. Bennion
October 5, 2006
Page 2 of 2

property, the deed of trust against your commercial building at 850 North Palm Canyon Road will be released.

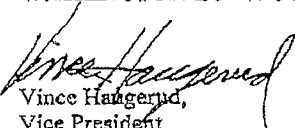
4. Your loan officer, Rita M. Reeve of M&T Mortgage Corp., has provided us a letter dated September 28, 2006, indicating that after the construction loan has been converted to permanent financing, and the deed of trust has been transferred from your commercial property to Garner Valley, you expect to then refinance the Garner Valley property to consolidate and replace both of those loans. At the time of that refinance you will repay the \$300,000.00 Washington Loan debt in full, with interest. You and Ms. Reeve will provide us with regular updates concerning the status of your refinance, including written updates on demand.
5. Ms. Reeve has also provided us with a letter dated September 27, 2006, representing that you are in the process of refinancing the property at 34 Mirada. The \$250,000.00 Washington Loan debt will be fully repaid, with interest, at closing of that refinance. You and Ms. Reeve will provide us with regular updates regarding the status of that refinance, including written updates on demand.

Please sign below to indicate your agreement to these terms, and return the original signed letter to my attention. Retain a copy for your records.

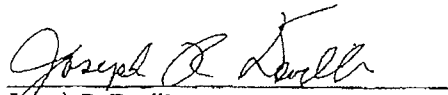
Thank you for your cooperation.


Very truly yours,

WASHINGTON LOAN CO.


Vince Hangerud,
Vice President

AGREED:


Joseph R. Deville


Robert L. Bennion

WSC PROPOSED TRIAL EXHIBIT # 641

David Odom

Valencia - \$250

From: David Odom [odom@windermere.com]
Sent: Thursday, December 14, 2006 12:04 PM
To: 'bbennion@windermere.com'; 'Bob Deville'
Cc: 'Jacque Bates'; 'Geoff Wood'
Subject: Agenda for our meeting next Monday.

Bob & Bob,


We are sending you in advance the promissory note from Washington Loan Company and guarantee related to your company's 1/2 of the cost of the settlement cost of the Valencia issue. Please review this and be prepared to discuss it and sign it along with the following items:

- 1) Status of the refinance of the Mirada house and repayment of \$250K as outline in the WLC agreement – Should be resolved by the time of our meeting.
- 2) Status of the completion and timing for refinance of the Garner Valley home to repay the existing \$300K loan from WLC as a bridge loan
- 3) Status of the existing \$215K loan from WLC that monthly payments ceased as of November 1st. (\$5,765.03 per month). How and when is this going to be paid off?
- 4) Status of the fee deferral agreements for your offices, terms and repayment. (Tech fees were to be kept current during this deferral)
- 5) Status of other deferral agreements in your region and compliance with the terms
- 6) Current financial statements have been requested monthly for all offices on deferral, but only one month for San Diego and LA have been received.

Please be prepared to review these items with John Jacobi on Monday when we meet at 1:30 PM.

Thank you,

Dave

	
<p>David Odom Chief Financial Officer</p> <p>odom@windermere.com www.windermere.com</p>	<p>Windermere Services Company 5424 Sand Point Way NE Seattle, WA 98105</p> <p>tel: 206 527-3801 mobile: 425 765-5734</p>

Add me to your address book...

Want a signature like this?

-----Original Message-----

From: Melinda Lamp [mailto:mwlamp@windermere.com]
Sent: Wednesday, December 13, 2006 10:45 AM
To: odom@windermere.com
Cc: 'Paul S. Drayna'

12/14/2006

WSC 27

WSC PROPOSED TRIAL EXHIBIT # 642

Comments?

Geoff Wood

From: Lansing Teal [LTEAL@windermere.com]
Sent: Thursday, January 25, 2007 12:50 PM
To: 'Geoff Wood'
Subject: FW: Bennion mtg synopsis

Geoff, below note is for your review before I send out, let me know:

Bob, Bob & Geoff,

This note is an attempt to memorialize our discussion with Bob Bennion last Tuesday and to itemize the issues we need to resolve going forward. My hope is to keep things moving so we can reach some viable decisions as quickly as possible. Bob Bennion, are you available to meet at Services either Monday, Tuesday, or Wednesday morning? To;

1. Present a proposal for deferrals (note terms, duration, etc.).
2. Solidify expectations if/when future deferral requests arise.
3. Discuss how to reach fee consistency in your market.

Notes from 1/23/07

Funds owed John:

1. Final payment on \$300K WLC loan is due 1/31/07.
2. Existing \$215K WLC loan payments have been brought up to date. Future payments will be sent on the first of each month. Bennion will personally call John J. if for any reason there is a problem making a timely payment.

Fee Forgiveness:

It was discussed and understood that franchise fee forgiveness is not an option that is available.

Fees:

2. In lieu of fee forgiveness, it was agreed that we will come up with deferral terms that are realistic and consistent for the affiliates to pay back.
3. Foundation fees for all companies need to be kept up to date.
4. Valencia payment; terms should be consistent with fee deferrals.
5. Initial Franchise fee payments need to be made current (\$10K for Arrington, \$10K for Tristany owed).

Fee Changes (proposed):

1. Technology fee will migrate to \$25 for all entities (currently all over the board; \$12-\$25).

1/25/2007

→ S. Cal

2. Discussed Arizona suspending \$25 Admin fee.
3. Discussed getting all offices to \$10 Foundation fee.

Financial Statements:

We have insisted that financial statements be provided if a deferral is requested. Bennion expressed concern that this request may be seen as intrusive and that having Odom meet personally to review financial situations would be the ideal scenario.

Prior note?

Deferrals:

Los Angeles: Current on Foundation, Tech, and Admin. Owe \$33,470 through December less \$5K recent payment towards that amount= \$28,470

Windermere Exclusive Properties (Loscher Group): Not current on Foundation (missing Nov/Dec), owe franchise, Tech, and Admin through December= \$181,500

Windermere Real Estate/Coachella Valley: Current on Foundation. Owe Franchise, Tech, & Admin through December=\$603,352.40. WSC license fee and Tech fee=\$292,673

WSSCa Valencia Settlement: ~\$250,000

X
be Show
number
breakdown
by ~~costs~~
amortized vs
Expensed

Thank you,
---Lans

↓
see
Detail
Attached

1/25/2007

WSC PROPOSED TRIAL EXHIBIT # 643

Lansing Teal

From: Lansing Teal [LTEAL@windermere.com]
Sent: Friday, February 23, 2007 10:45 AM
To: geoff wood
Cc: 'Paul Drayna'
Subject: Coachella Valley

Geoff,
Below are my bullets from the discussion yesterday regarding:

Windermere Services Southern California:

1. Waive/forgive WSSC 2006 Franchise fees owed WSC ~\$250,420
2. Valencia note remains. Franchise fees to be shared on a 60/40 basis until paid off.
3. \$5 from \$25 admin/marketing fund earmarked for all company advertising.

Windermere Real Estate Coachella Valley:

1. Franchise fee deferral 1/1/07-12/31/07 @ prime, due and payable 1/1/08.
2. All tech, admin/marketing, foundation, and owner billings to be kept current.

Other topics to address in 2007:

1. Bringing all fees for all affiliates to parity.
2. Discuss increases in initial franchise fees.

Thank you,
---Lans

3/7/2007

WSC PROPOSED TRIAL EXHIBIT # 644

Lansing Teal

From: Lansing Teal [LTEAL@windermere.com]
Sent: Wednesday, March 07, 2007 4:49 PM
To: 'odom@windermere.com'; 'geoff wood'
Subject: RE: Coachella Valley & Services SoCA followup

OK, will do....get me the missing detail and I'll fashion an actual memo.

Also, "corporate" advertising to be called "All company" advertising.

Thank you,
---Lans


Lansing Teal, VP Operations
Windermere Services Co.
5424 Sand Point Way NE
Seattle, Wa. 98105
<http://www.windermere.com>

From: David Odom [mailto:odom@windermere.com]
Sent: Wednesday, March 07, 2007 4:37 PM
To: 'Lansing Teal'; 'geoff wood'
Subject: RE: Coachella Valley & Services SoCA followup

Lans,

I believe you need to full sentences, paragraphs and more detail to get Bob and Bob to understand it.

Dave

	
David Odom Chief Financial Officer odom@windermere.com www.windermere.com	Windermere Services Company 5424 Sand Point Way NE Seattle, WA 98105 tel: 206 527-3801 mobile: 425 765-5734

Add me to your address book... Want a signature like this?

-----Original Message-----

From: Lansing Teal [mailto:LTEAL@windermere.com]
Sent: Wednesday, March 07, 2007 4:02 PM
To: geoff wood; odom@windermere.com
Subject: Coachella Valley & Services SoCA followup

Geoff & Dave,
Below are my notes from the discussion today, please add/tweek:

3/12/2007

Windermere Services Southern California:

1. Outstanding WSSC Franchise fees owed WSC June '06- December '06 ~\$250,420 will remain owed but will be reduced on an annual basis by \$50K/year beginning 1/1/07 (no interest to accrue).
2. Initial fees from Tristany (\$10K) and Arrington (\$10K) will be paid by April 15th.
3. Valencia note: Franchise fees and initial fees to be shared on a 60/40 basis until paid off (10% of fees earmarked, effective 1/1/07).
4. \$5 from \$25 marketing fund will be earmarked for "corporate" advertising to be administered by WSC. In consideration of prior commitments and contracts with advertisers we will begin this transition 1/1/08.

Windermere Real Estate Coachella Valley:

1. Franchise fee deferral 1/1/07-12/31/07 @ prime, due and payable 1/1/08 (annual review planned).
2. All Owner Billings to be caught up and kept current by April 15th, 2007.
3. Outstanding Tech fees June 2006- March 2007, due April 15th 2007.
4. Technology Fee; Retroactive to 1/1/07, offices on the \$205/month/agent plan will be reduced to \$200 and the Tech Fee for all agents will be raised from \$12 to \$17/month/agent. Tech fee will increase again on 1/1/08 to \$22 and again 7/1/08 to \$25.

Other:

1. Note payments to the Washington Loan Co. to be kept current.

Thank you,
---Lans

3/12/2007

WSC PROPOSED TRIAL EXHIBIT # 677

(Marked confidential pursuant to the protective order in this case. This document will be provided for the Court's review at the hearing.)

WSC PROPOSED TRIAL EXHIBIT # 679

(Marked confidential pursuant to the protective order in this case. This document will be provided for the Court's review at the hearing.)

WSC PROPOSED TRIAL EXHIBIT # 684

(Marked confidential pursuant to the protective order in this case. This document will be provided for the Court's review at the hearing.)

WSC PROPOSED TRIAL EXHIBIT # 686

(Marked confidential pursuant to the protective order in this case. This document will be provided for the Court's review at the hearing.)

WSC PROPOSED TRIAL EXHIBIT # 687

(Marked confidential pursuant to the protective order in this case. This document will be provided for the Court's review at the hearing.)

WSC PROPOSED TRIAL EXHIBIT # 722

From: Nellie DeBruyn <nellie.debruyn@windermere.com>
Sent: Wednesday, May 08, 2013 2:51 PM
To: Kendra Vita
Subject: FW: Bennion & Deville CoCal LOC - UPDATE

FYI

From: Patrick Robinson [<mailto:probinson@windermereocal.com>]
Sent: Wednesday, May 08, 2013 2:51 PM
To: Nellie DeBruyn
Subject: RE: Bennion & Deville CoCal LOC

Hi Nellie,
We will get that out by the 20th. Thanks.

Patrick

Patrick Robinson
Director of Services
Windermere Services Southern California
A Division of Bennion & Deville Fine Homes, Inc.
71-691 Hwy 111
Rancho Mirage, CA 92270

760-770-6801 – Office
760-340-7591 – Fax

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From: Nellie DeBruyn [<mailto:nellie.debruyn@windermere.com>]
Sent: Tuesday, May 07, 2013 12:45 PM
To: probinson@windermereocal.com
Cc: kvita@windermere.com
Subject: Bennion & Deville CoCal LOC

Hello Patrick,
My name is Nellie DeBruyn, I work at Washington Loan Company in Accounts Receivable.

I am writing to inquire about a payment of \$25,000.00 that Bob Bennion told Geoff Wood (in his email dated 4/11/13) would be remitted the 4th week of April. Please let me know when we can expect this payment.

I am in receipt of your check # 22868 for \$ 1,651.40. Thank you.

If you have any questions, I can be reached at the number below.

Regards,

Nellie DeBruyn
Washington Loan Company
5424 Sand Point Way NE
Seattle, WA 98105
(206) 527-3801
nellie.debruyn@windermere.com

WSC PROPOSED TRIAL EXHIBIT # 767

From: Paul Drayna
Sent: Wednesday, August 27, 2014 2:56 PM
To: Robert Sunderland (rsunderland@sunmclaw.com)
Cc: Mike Teather
Subject: Draft documents
Attachments: K082614 flat fee reduction addendum.doc; WSSC Termination Agreement v1 psd.doc; K053014 amend prom note.pdf

Robert – thanks for your time today to discuss the draft documents I’ve prepared. They are attached. Don’t hesitate to call if you have any questions or wish to discuss anything. I’m also attaching the agreement for the extension of the 2009 JFF loan, as that also needs to be finalized as part of this package.

As I said I’ll be out of the office tomorrow and Friday. You are welcome to call my cell phone any time, 206-399-6405, although I may not have cell coverage for parts of the next two days.

I look forward to working with you to get these documents finalized and executed.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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AMENDMENT TO PROMISSORY NOTE

\$330,739.35

Seattle, WA

May 23, 2014

This is an amendment to that certain Promissory Note (the "Note") dated January 13, 2009 between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"), and CARMED, LLC, a Washington limited liability company ("Lender"), in the original principal sum of five hundred one thousand dollars and zero cents (\$501,000.00).

RECITALS

- A. CARMED, LLC assigned the Note to JFF, LLC, a Washington limited liability company in September 2013, and since that time JFF has been and remains the Lender. Hereafter all references to "Lender" shall mean JFF, LLC, its successors and assigns.
- B. The Note provided that it was due in full no later than March 1, 2014. Borrowers have requested an extension to the Note, which Lender has agreed to grant.

Now therefore it is agreed as follows:

1. The last payment made by Borrowers was received on May 23, 2014. Borrowers acknowledge and agree that the remaining principal balance as of that date is \$330,739.35. Said amount shall be amortized with interest from May 23, 2014 over thirty-six (36) months. Borrower shall make monthly payments of ten thousand, two hundred, twenty-seven dollars and eighty-five cents (\$10,227.85) commencing on June 30, 2014 and continuing on the last day of each calendar month thereafter. The full remaining principal balance of this Note, together with all accrued and unpaid interest thereon, and any and all other sums due under this Note or the other Loan Documents, shall be due and payable in full on or before May 31, 2017.

2. Except as expressly modified herein, all terms of the Note and other Loan Documents (including without limitation the Security Agreement and Assignment Agreements dated January 13, 2009) remain unchanged, and remain in full force and effect.

BORROWER	BORROWER	LENDER
Joseph R. Deville	Robert L. Bennion	JFF, LLC By Geoffrey P. Wood Its Manager
Date:	Date:	Date:

ADDENDUM TO FRANCHISE LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of August 26, 2014 by and among WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"); Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"); and the individual principals of Licensee identified below.

RECITALS

WSC and Licensee entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to engage in the real estate brokerage business using the Windermere Trademark and the Windermere System.

Under the Original License, as previously amended, certain services were provided to Licensee by Windermere Services Southern California, Inc. (Area Representative), which is under common ownership and control with Licensee. Effective September 1, 2014, Area Representative will cease providing services to all Windermere franchisees in Southern California. Licensee has proposed that in exchange for a discount on the Ongoing Franchise License fees it pays, it will continue to provide certain services to itself rather than relying on WSC for such services.

WSC and Licensee have therefore agreed to further reduce the flat monthly license fee Licensee has been paying, in consideration of Licensee's agreement to provide its own in-house services. Therefore, in consideration of the mutual promises and covenants set forth herein, the parties now agree as follows.

AGREEMENT

1. Flat Fee. WSC agrees that Licensee shall pay ongoing license fees at a flat fee of \$2,500 per office per month. Upon execution of this addendum the new ongoing license fee structure shall be effective with fees for September 2014 (due in October 2014), subject to the following terms:
 - a. This new fee structure shall apply to all of Licensee's offices, except for those locations that the parties agree constitute "satellites." WSC may reclassify "satellites" as full branches in its sole discretion by written notice.
 - b. New offices are subject to advance approval by WSC, as provided in the Original License, and any office added by Licensee shall be considered a full branch unless agreed in advance to be an exempt satellite.
 - c. The "satellite" locations are exempt from the flat monthly ongoing license fee only. Satellites shall continue to submit monthly statistical reports in the form required by WSC, and shall continue to pay technology fees for

all agents licensed in each satellite.

- d. The amount of the monthly per office flat fee may be adjusted by written notice from WSC not more than once every twelve months, and by an amount not to exceed the percentage change in the Consumer Price Index (CPI) since the date of this Addendum, or of the last fee increase, whichever is later. The CPI data used shall be for the Los Angeles Metropolitan Area, as published by the US Department of Labor, Bureau of Labor Statistics. If the CPI ceases to be published by that agency, then WSC may use any comparable report published by any other successor federal or state agency which provides a periodic indicator of inflation in Southern California. For example if in the twelve months following the execution of this Addendum the CPI for the Los Angeles area increases by 5%, then WSC may give notice increasing the monthly flat license fee to \$2,625/month (\$2,500 x 1.05).
 - e. It is expressly understood that if Licensee sells any one or more offices to new owners, the new owners will not qualify to continue paying on the "flat fee per office" structure after such a sale closes.
 - f. The terms of this addendum apply to Ongoing License Fees only, and not to any other additional fees.
2. Services to Licensee. Licensee acknowledges that the fee discount set forth above has been specifically negotiated with the understanding that Licensee will be providing substantially all of its own support services rather than relying on WSC for such support services. Accordingly to the extent that the Original License, or prior addenda thereto, required WSC or Area Representative to provide specific services to Licensee, those obligations are hereby terminated effective immediately.
3. No other changes. This addendum constitutes the full and final understanding of the parties with respect to the fee and other modifications described herein, and supersedes any prior communications, oral or written, with respect thereto. Except as otherwise set forth herein, all other terms of the Original License, and any prior addenda thereto, are unchanged and remain in full force and effect.

EXECUTION

BENNION & DEVILLE FINE HOMES, INC.

By Joseph R. Deville, President

WINDERMERE REAL ESTATE SERVICES COMPANY

By Geoffrey P. Wood, Chief Executive Officer

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is made and entered into as of August 26, 2014 by and among WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation, its successors and assigns ("WSC"); and WINDERMERE SERVICES SOUTHERN CALIFORNIA, INC., a California corporation ("Area Representative"); and ROBERT L. BENNION and JOSEPH R. DEVILLE, in their individual capacities ("Bennion and Deville").

RECITALS

- A. WSC is the franchisor entity for Windermere Real Estate, owns the Windermere name and trademarks, and licenses independently owned franchisees to conduct real estate brokerage businesses under the Windermere name and system.
- B. In 2001 Bennion and Deville formed Bennion & Deville Fine Homes, Inc., a California corporation. That entity entered into a franchise license agreement with WSC dated August 1, 2001, and commenced doing business as Windermere Real Estate Coachella Valley (WRE/CV).
- C. After opening their franchise in the Coachella Valley, Bennion & Deville expressed interest in also serving as WSC's area representative for Southern California (the "Region"). It was contemplated that this role would include both selling new franchises, and providing ongoing services to all Windermere franchisees in the Region. Bennion & Deville formed a new company, Windermere Services Southern California, Inc. (the "Area Representative"), which entered into an Area Representation Agreement with WSC dated May 1, 2004 (The ARA).
- D. In 2011 Bennion & Deville formed a new company, Bennion & Deville Fine Homes SoCal, Inc., which entered into a franchise agreement with WSC dated March 29, 2011, and commenced doing business in the San Diego area as Windermere Real Estate SoCal (WRE/SoCal).
- E. Bennion & Deville no longer wish to serve as Area Representatives for the Region, but intend to continue operating both WRE/CV and WRE/SoCal.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, covenants, conditions and mutual promises and premises contained herein, the parties hereto agree as follows:

1. Termination of Area Representation Agreement. The parties mutually agree that the ARA shall terminate at 11:59 p.m., Pacific Time, on August 31, 2014, and that except as set forth in this Termination Agreement, all parties shall thereafter be released from any further obligations under the ARA. As of 12:00 a.m. on September 1, 2014, WSC shall assume all responsibility for providing ongoing service to Windermere franchisees in the Region. Area

Representative shall be responsible for collecting franchise fees and reports from all franchisees in Southern California for the month of August (which reports and payments are due to Area Representative by September 15). No later than October 1, 2014, Area Representative shall forward to WSC all fee reports and payments collected for August 2014, less the amount Area Representative would have been entitled to retain if the ARA was still in effect.

2. Amendment of Franchise Agreements. Bennion and Deville, and Area Representative, shall cooperate with WSC in notifying all franchisees in the Region of the termination of the ARA, and of WSC's assumption of the duties previously performed by Area Representative. All franchise agreements in the Region shall be amended to eliminate any reference to Area Representative, and shall provide that effective with fees for September 2014, all franchise and other fees shall be remitted directly to WSC and not to Area Representative.

3. Post Termination Payments. Any fee payments and reports received by Area Representative after September 30, 2014 shall be forwarded in full to WSC, and Area Representative shall have no claim to any past due fees collected by WSC from offices in the Region after September 30, 2014, except:

- a. WSC and Area Representative shall continue to share 50/50 amounts received as a result of the Settlement Agreements entered into by WSC and WSSC as co-plaintiffs in litigation against certain former Windermere franchisees and their principals (WSSC, et al vs. MRJR, Inc., et al), San Diego County Superior Court Case no. 37-2011-00089709-CU-BC-CTL.
- b. WSC and Area Representative shall continue to share 50/50 amounts received from Carol Kirksey (formerly d/b/a Windermere Inland Empire), under the terms of a promissory note dated January 26, 2009, and extended on February 18, 2014. Payments are made monthly to WSC, which shall continue remitting one half of the amounts collected to Area Representative.

4. Mutual Release. All parties to this Agreement, along with their successors, assigns, personal representatives, guarantors, officers, directors and employees, hereby release, remise and discharge each other, and their respective successors, assigns and personal representatives, officers, guarantors, directors and employees of and from any and all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, obligations, claims and demands whatsoever (all of the foregoing being herein referred to as "such claims") whether known or unknown, vested or contingent, in law or in equity, choate or inchoate for or on account of any matter or thing whatsoever from the beginning of time to the date of this Agreement, including, but not a limitation of the foregoing, all such claims arising from the Area Representation Agreement. All parties represent and warrant that the claims released by them in this Agreement have not been assigned, conveyed, transferred or set over to any third-party and that they have full power and authority to release and discharge those claims.

5. Waiver Of Civil Code Section 1542. The Parties each acknowledge, covenant and agree that the releases they give to the other and the other's Released Parties by and through

executing this Agreement apply to all Released Matters which they may have against the other or the other's Released Parties. The Parties each certify that they have read the following provisions of Civil Code section 1542 and waive the application of Civil Code section 1542: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."** The Parties understand and acknowledge the significance and consequence of this waiver of California Civil Code Section 1542 and that in the event either or both of the Parties should suffer damages arising out of any act, occurrence, event or omission of the other, whether known or unknown, before or after the effective date of this agreement, such damaged Party or Parties will not be able to make any claim for such damages.

6. Exception To Release. Notwithstanding the release provisions of paragraphs 4 and 5 above, the parties agree that the mutual indemnity obligations set forth in Paragraph 15 of the ARA shall survive termination and remain binding on the parties for a period of six years from the date of this Agreement.

7. Independent Advice. Each party to this Agreement acknowledges and agrees that such party has been represented through the negotiation and documentation of this Agreement by attorneys of the party's choice and has been advised by such attorneys with respect to this Agreement and the effect of the releases set forth in this Agreement. Each party to this Agreement further acknowledges and agrees that such party has read this Agreement, knows the content of this Agreement and, in executing this Agreement, has relied solely on the party's own judgment, belief and knowledge and the advice and the recommendations of the party's attorneys concerning this Agreement, and has not been induced to enter into this Agreement by any representation or statement of any other party not expressly contained in this Agreement.

8. Covenant Shall be a Defense to Action. All parties to this Agreement expressly agree that this Agreement may be treated as a defense to any action or proceeding that may be brought, instituted or taken by any party against the other on account of an act or omission occurring prior to the Effective Date and shall be forever a complete bar to the commencement of the prosecution of any action or proceeding insofar as claims on account of such acts or omissions are made.

9. No Admission of Liability. By executing this Agreement, the parties are in no way admitting liability.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective agents, representatives, heirs, spouses, affiliates and successors and assigns, and related corporations, partnerships or limited liability companies.

11. Titles and Captions. Titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and are not intended and shall not be construed to

define, limit, extend or otherwise describe the scope of this Agreement or any provision of this Agreement.

12. No Construction. No party to this Agreement, or such party's attorney, shall be deemed to be the drafter of this Agreement for purposes of interpreting or construing any of the provisions of this Agreement. This Agreement shall be interpreted in accordance with the fair meaning of its language and not strictly for or against any of the parties to this Agreement.

13. Authority to Execute. Each of the parties to this Agreement, and any of the individuals acting on behalf of corporations or marital communities warrants and represents that they have taken all the necessary steps and have been duly and properly authorized to enter into and execute this Agreement and bind such marital community and entity.

14. Governing Law. The enforcement, performance, discharge, lack of performance and formation of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California regardless of any applicable conflict-of-law rules to the contrary.

15. Attorneys' Fees. The prevailing party in any dispute regarding this Agreement shall be entitled to receive, in addition to any other remedy or award, reasonable attorneys' fees, non-taxable expenses and costs incurred in connection with any arbitration or court proceeding, including appeals. In a court proceeding, fees shall be determined by the court and not by a jury.

16. Amendment, Modification or Waiver. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification, or waiver. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Any waiver by any party or any default of another party shall not affect or impair any right arising from any other or subsequent default. Nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this Agreement.

17. Execution in Counterparts. This agreement may be executed in one or more counterparts, each of which may be executed by one of the parties hereto, with the same force and effect as though all the parties executing such counterparts had executed but one instrument.

18. Integration. This Agreement contains the entire understanding of the parties with respect to the matters contained in this Agreement and no representation or covenants have been made other than those contained in this Agreement.

WINDERMERE SERVICES SOUTHERN CALIFORNIA, INC., a California corporation

By Joseph R. Deville, President

PRINCIPALS OF AREA REPRESENTATIVE

Joseph R. Deville

Robert L. Bennion

WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation

By Geoffrey P. Wood
Its CEO

WSC PROPOSED TRIAL EXHIBIT # 768

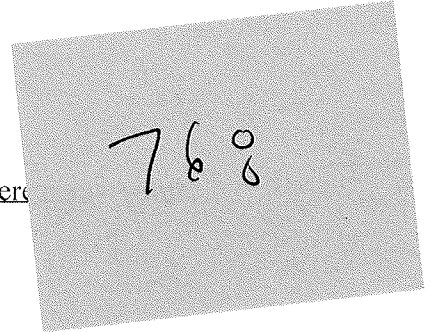
From: OB Jacobi
To: Fred Schuster
Subject: Re: Socal Update
Date: Tuesday, September 09, 2014 1:54:33 PM

Sorry for the delay. Mike will call you shortly. He's in the know. Thanks.

OB Jacobi
President
Windermere Real Estate
5424 Sandpoint Way NE
Seattle, Wa 98105
206.660.5727

Sent from my iPhone

On Sep 5, 2014, at 12:45 PM, "Fred Schuster" <fschuster@windermere.com>



Hi guys:

Hope all is well. Just wanted to check in with you both as we haven't connected in a while. We have been in contact with Mike Teather (although, I haven't heard from him in a couple of weeks). Last I heard from Mike was that the agreement to transfer the servicing from Bob at Socal was about done. Has that been finalized yet? If so, let me know if we no longer report our Franchise numbers to them and how the servicing will be handled moving forward.

Also, what's the status on the potential transfer of one or more of Bob's offices to our group? We continue to grow with lots of hires and it's vitally important we understand the timing around this so we can plan properly.

Thanks and all the best,

Fred

Fred Schuster
CFO/Broker
Windermere Homes & Estates
14677 Via Bettona, Suite 120
San Diego, CA 92127
858.386-4505 Office
858.245-9273 Cell
CalBRE #01432302



From: Robert Sunderland <rsunderland@sunmclaw.com>
Sent: Wednesday, September 10, 2014 6:31 PM
To: Paul Drayna
Cc: Mike Teather; Robert Sunderland
Subject: RE: Draft documents

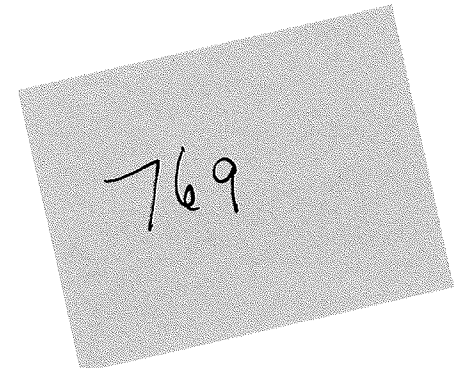
Hello Paul,

I just wanted to touch base. Mike and I have spoken some and plan to follow up this week to move this forward. I just wanted to make sure you didn't think it was sidetracked.

Best regards,

Robert

Sent From:
Robert J. Sunderland, Esq.
SUNDERLAND | MCCUTCHAN, LLP
11770 Bernardo Plaza Court, Suite 310
San Diego, CA 92128
Tel: (858) 675-7800
Fax: (858) 675-7807
Web: www.sunmclaw.com



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From: Paul Drayna [<mailto:pdrayna@windermere.com>]
Sent: Wednesday, August 27, 2014 2:56 PM
To: Robert Sunderland
Cc: Mike Teather
Subject: Draft documents

Robert – thanks for your time today to discuss the draft documents I've prepared. They are attached. Don't hesitate to call if you have any questions or wish to discuss anything. I'm also attaching the agreement for the extension of the 2009 JFF loan, as that also needs to be finalized as part of this package.

As I said I'll be out of the office tomorrow and Friday. You are welcome to call my cell phone any time, 206-399-6405, although I may not have cell coverage for parts of the next two days.

I look forward to working with you to get these documents finalized and executed.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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EXHIBIT B

WSC PROPOSED TRIAL EXHIBIT # 657

LOAN AGREEMENT

THIS LOAN AGREEMENT is made January 13, 2009 by and between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"); and CARMED, LLC, a Washington limited liability company, having an address at 5424 Sand Point Way NE, Seattle, WA 98105 (hereinafter "Lender"), concerning Lender's Loan to Borrower of even date.

RECITALS

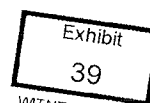
1. Borrowers are the majority stockholders of Bennion & Deville Fine Homes, Inc., a California corporation d/b/a Windermere Real Estate Coachella Valley (the "Business").
2. Borrowers have requested, and Lender has agreed to make a loan to Borrowers in the principal amount of \$500,000.00, for purposes of an emergency cash infusion into the Business.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows.

AGREEMENT

1. Lender agrees to lend, and Borrower agrees to borrow the principal sum of five hundred thousand dollars and zero cents (\$500,000.00).
2. Borrower agrees to execute this Agreement, along with a promissory note (the "Note"), as well as an Assignment Agreement and Security Agreement of even date. All of the foregoing shall be collectively referred to herein as the "Loan Documents," and the transactions contemplated herein shall be referred to as the "Loan."
3. Borrowers agree to pay a loan origination fee of one thousand dollars (\$1,000.00), which shall be added to the principal amount of the note, but which shall be retained by Lender at the time of funding.
4. The Note shall provide that the Loan is subject to review by Lender annually on the anniversary date of the Loan, and may be called due in full within thirty days after each anniversary date at Lender's sole discretion, whether or not any Default has occurred or remains uncured at that time.
5. As security for the Note, Borrowers agree to execute an Assignment Agreement to assign to Lender all future real estate commissions payable to Borrowers from any licensed real estate broker in any, whether said commissions are paid to Borrowers directly, or through any third party or entity. Borrowers, together with Bennion & Deville, Inc., a Washington corporation, shall also execute a

ORIGINAL



WITNESS: Deville
DATE: 07/26/16
Shari Stelhorn
CSR No. 2807

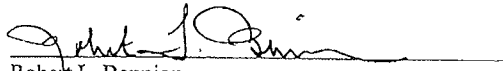
WSU

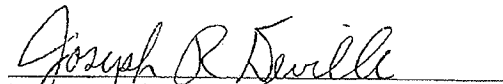
Security Agreement of even date, granting Lender a security interest in all future real estate commissions payable to Borrowers or to BDI, pursuant to Article 9 of the Uniform Commercial Code.

6. Borrowers agree that until the Loan has been fully repaid, Borrowers will meet at least once per month with representatives of Lender, and at said meetings Borrowers will provide full access to the financial statements and other accounting records of the Business.
7. Borrower confirms, represents and warrants that the proceeds of the Loan are to be deposited in an account of the Business, to be used for business purposes only, and not for personal or household purposes.
8. NOTICE: ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO LEND MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND THE TERMS UNDER WHICH MONEY WAS LENT OR CREDIT WAS EXTENDED, TO RELEASE ANY GUARANTOR OR CONSIGNEE, TO FORBEAR WITH RESPECT TO THE REPAYMENT OF ANY DEBT OR THE EXERCISE OF ANY REMEDY, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION PERTAINING TO A DEBT OR OTHER EXTENSION OF CREDIT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
9. Complete Agreement. This Agreement, together with the other Loan Documents, constitute the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of any party.
10. No Third Person Shall Have Any Rights Hereunder. This Agreement is made entirely for the benefit of the Borrower, the Lender and its successors in interest, and no third person shall have any rights hereunder. Neither this Agreement nor the proceeds of the loan shall be assignable without Lender's prior written consent; and any attempt at assignment without such consent shall be void. The Lender need not recognize anyone but the Borrower in dealing with the loan.
11. Attorneys' Fees. Should any complaint be filed or any claim be made arising out of the alleged breach of any of the provisions of this Agreement or for the purpose of enforcing any of its provisions, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the other party as determined by the trial court. If any appeal is taken from the decision of the trial court, the prevailing party shall also be entitled to recover its additional attorneys' fees on appeal as determined by the appellate court.

12. Duty to Execute Further Necessary Documentation. The parties agree to cooperate fully and to execute all documentation that may be necessary to implement the terms of this Agreement.
13. Counterparts and Facsimile Transmissions. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single instrument. A signature of a party received by facsimile transmission shall be deemed an original signature, and shall have binding effect.
14. Choice of Law and Forum. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any action related to or arising from any of the Loan Documents shall be brought in King County Superior Court, State of Washington.
15. Read and Understood; Advice of Counsel. Borrower has read and fully understands this Agreement and has had the opportunity to review this Agreement with independent legal counsel with respect to its terms prior to signing. Each party further understands that this Agreement affects important legal rights, and consents hereto of his or her own free will and judgment.

BORROWERS:


Robert L. Bennion


Joseph R. Deville

WSC PROPOSED TRIAL EXHIBIT # 659

PROMISSORY NOTE

\$501,000.00

Seattle, WA

January 13, 2009

FOR VALUE RECEIVED, Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"), hereby promise to pay to the order of CARMED, LLC, a Washington limited liability company (hereinafter, together with its successors and assigns, including each owner and holder from time to time of this Note, called "Lender"), the principal sum of five hundred one thousand dollars and zero cents (\$501,000.00), together with interest on the unpaid principal balance, at such interest rates and payable on such dates as provided in this Note. All payments due pursuant to this Note shall be payable in lawful currency of the United States of America at the office of Lender located at 5424 Sand Point Way NE, Seattle, WA 98105, or at such other place as the holder hereof may from time to time designate in writing, not later than 5:00 p.m. on the day when due in accordance with this Note.

1. **Certain Definitions.** As used in this Note, the following terms shall have the following meanings:

"Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in Seattle, Washington.

"Loan Documents" shall mean this Note, together with the Loan Agreement, Assignment Agreement and the Security Agreement referenced below.

2. **Applicable Interest Rate.** Except as otherwise specifically set forth herein, the outstanding principal balance of this Note shall bear interest from January 13, 2009 at the Prime Rate as announced from time to time by the Bank of America in Seattle, Washington, plus two percent (2%) per annum, adjusted quarterly on January 1, April 1, July 1 and October 1 of each year until all amounts owing under this Note have been fully repaid; PROVIDED that in no event shall the rate on this note be less than seven percent (7%) per annum.

3. **Payment of the Note.** The full principal balance of the Note shall be amortized with interest over one hundred twenty (120) months. Borrower shall make monthly payments of interest only for the first twelve (12) months, commencing on March 1, 2009, and concluding on February 1, 2010. Thereafter Borrower shall make forty-eight (48) payments of principal and interest commencing on March 1, 2010, and continuing on the first day of each month thereafter through and including February 2014. The full remaining principal balance of this Note, together with all accrued and unpaid interest thereon, and any and all other sums due under this Note or the other Loan Documents, shall be due and payable in full on or before March 1, 2014. All payments by Borrower shall be applied first to any and all late charges and/or costs of collection, then to interest, and any balance shall be applied to reduction of the principal balance of this Note. Payments shall be considered late if not paid on or prior to the fifth (5th) day of each month.

PROMISSORY NOTE

Page 1 of 5

1/13/2009

ORIGINAL

Exhibit

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WSC

WITNESS: Deville
DATE: 07/26/16
Shari Stelhorn
CSR No. 2807

Notwithstanding the foregoing, Lender shall have the right within thirty days after each anniversary of this Note to call the note due and demand immediate payment in full in Lender's sole discretion.

4. **Prepayment.** Any amount due hereunder may be prepaid without penalty.

5. **Provisions Applicable Generally.**

5.1 **Security.** This Note is secured by an Assignment Agreement and a Security Agreement of even date.

5.2 **Late Charges.** Should any payment due under this Note be delinquent, then a one-time late charge of two hundred fifty dollars (\$250.00) shall be added to the payment amount.

5.3 **Default Interest.** In the event that Borrower fails to cure any monetary or non-monetary default under this Note, or any other Loan Document within the applicable cure period, if any, then the unpaid principal balance due under the Note and all accrued interest thereon, shall thereafter accrue interest at the Default Interest Rate from the date of default until the earlier of: (i) the date the default is cured, or (ii) the date the principal and all other amounts due under the Note, the Mortgage and the other Loan Documents are paid in full. "Default Interest Rate" shall mean a rate of interest equal to the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate payable by Borrower under applicable law.

5.4 **No Usury.** In no event shall the total amount of all charges payable under this Note or under any of the other Loan Documents which are or could be held to be in the nature of interest exceed the maximum rate permitted to be charged under applicable law. Should Lender receive any payment which is in excess of that permitted to be charged under any such applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall be applied to reduction of the principal balance of this Note, and this Note and the other Loan Documents shall be deemed to be reformed to comply with the then applicable laws. If at any time following any reduction in the interest rate payable by Borrower pursuant to this paragraph the maximum interest rate established by applicable law is increased or eliminated, then the interest rate payable hereunder shall be readjusted, to the extent permitted by applicable law, so that the total amount of interest payable hereunder shall be equal to the amount of interest which would have been paid by Borrower without giving effect to the applicable usury laws theretofore in effect. Borrower further agrees that in determining whether or not any interest payable under this Note or any of the other Loan Documents exceeds the maximum rate permitted by law, any non-principal payment (except payments specifically stated in this Note or in any other Loan Document to be "interest"), including, without limitation, prepayment fees and late charges, shall be deemed, to the extent permitted by law, to be an expense, fee, premium or penalty rather than interest.

5.5 **Acceleration.** If Borrower fails to pay when due any sum due to Lender under this Note, or any sum due under any other Loan Document, when such

payment is due; or If Borrower fails to perform by the appointed time any other obligation, covenant, agreement duty or undertaking on its part to be paid or performed under this Note or any of the other Loan Documents, then Lender may at its option give Borrower written notice of default. If the default is not fully corrected by Borrower within ten (10) days after such written notice, then without further notice or opportunity to cure, at the option of Lender, the entire unpaid principal balance of this Note, together with accrued and unpaid interest and all other sums owed under this Note and the other Loan Documents shall become immediately due and payable. Neither the failure of Lender to exercise Lender's option to accelerate the indebtedness evidenced by this Note or to exercise any other right, remedy or option granted to Lender hereunder or under any other Loan Document, nor the acceptance by Lender of partial payments or partial performance, shall constitute a waiver of any such default.

5.6 Set-off. Borrower hereby irrevocably authorizes and directs Lender at any time, and from time to time, upon the occurrence and continuation of a default under this Note, subject to any applicable notice requirements and cure periods, without notice to Borrower and to the fullest extent permitted by law, to set off and apply any and all deposits at any time held by Lender, and other indebtedness at any time owing by Lender to or for the credit or account of Borrower, against any and all obligations of Borrower now or hereafter existing under this Note, irrespective of whether or not Lender shall have made any demand under this Note and although such obligations may be contingent or unmatured. Lender agrees promptly to notify Borrower after any such set-off and application made by Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Lender under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of set-off) which Lender may have.

5.7 Time is of the Essence. Time is of the essence as to all dates set forth in this Note, subject to any applicable grace period expressly provided herein; **provided, however,** that whenever any payment to be made under this Note shall be stated to be due on a day other than a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest payable hereunder.

5.8 Waiver. No provision of this Note may be waived, changed, modified or discharged without an agreement in writing signed by the party against whom enforcement of such waiver, change, modification or discharge is sought.

5.9 Cumulative Remedies. The remedies of Lender, as provided in this Note or in any of the other Loan Documents, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Lender, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing herein contained shall be construed as limiting the holder of this Note to the remedies mentioned above.

5.10 Waiver of Presentment, Etc. Borrower hereby waives presentment for payment, demand, protest and notice of demand, protest and nonpayment and any other notice not expressly provided for herein. No failure to accelerate the indebtedness evidenced hereby by reason of any default, acceptance of a past due installment following the expiration of any cure or reinstatement period provided by this Note, any Loan Document or applicable law, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Washington. Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing.

5.11 Extension of Time, Etc. Borrower agrees that its liability shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by the Lender; and Borrower consents to any indulgences and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to any substitution, exchange or release of the collateral, or any part thereof, with or without substitution, and agrees to the addition or release of any makers, endorsers, guarantors, or sureties, all whether primarily or secondarily liable, without notice to Borrower and without affecting its liability hereunder.

5.12 Costs and Expenses. Borrower shall reimburse Lender upon demand for the amount of all costs and expenses, including, without limitation, attorneys' fees and costs, paid or incurred in connection with the collection of any sum in default under this Note, the Mortgage or any other Loan Document, or any litigation or dispute which Lender becomes a party to or otherwise becomes involved with, which is in any way related to Lender's rights under this Note, the Mortgage or any other Loan Document, or any other action undertaken to protect Lender's rights under this Note, the Mortgage or any other Loan Document, and such amounts shall be added to the indebtedness and secured by the lien of the Mortgage. Notwithstanding the foregoing, if any party hereto shall bring any action for any relief arising out of or related to this Note, the Mortgage or any other of the Loan Documents against the other party hereto, the party that substantially prevails in such action shall be entitled to recover reasonable attorneys' fees and all other costs allowed by the court.

5.13 Successors And Assigns. The obligations of Borrower hereunder shall be binding upon, and the rights and remedies of Lender hereunder shall inure to the benefit of, their respective successors, assigns, heirs, legatees, distributees and legal representatives.

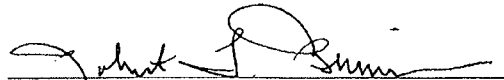
5.14 Captions. The headings and captions of the paragraphs of this Note are included for convenience of reference only, and are not to be construed as defining, limiting or affecting in any other way, the scope or intent of the provisions of this Note.

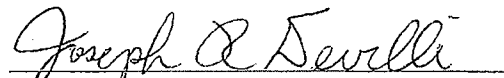
5.15 Governing Law. This Note shall be construed and enforced in accordance with the laws of the State of Washington.

5.16 Business Purpose. Borrower confirms, represents and warrants that the proceeds of the Loan are to be used for business purposes only, and not for personal or household purposes.

5.17 Credit Agreement Notice. NOTICE: ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO LEND MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND THE TERMS UNDER WHICH MONEY WAS LENT OR CREDIT WAS EXTENDED, TO RELEASE ANY GUARANTOR OR CONSIGNEE, TO FORBEAR WITH RESPECT TO THE REPAYMENT OF ANY DEBT OR THE EXERCISE OF ANY REMEDY, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION PERTAINING TO A DEBT OR OTHER EXTENSION OF CREDIT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first above written.


Robert L. Bennion


Joseph R. Deville

WSC PROPOSED TRIAL EXHIBIT # 659

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment"), dated January 13, 2009, is made by Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrowers") in favor of CARMED, LLC, a Washington limited liability company, having an address at 5424 Sand Point Way NE, Seattle, WA 98105 (hereinafter "Lender").

RECITALS

A. Lender has agreed to make a loan to Borrower in the amount of \$501,000.00 (the "Loan"), which will be evidenced by that certain Promissory Note of even date herewith (the "Note") executed by Borrower in favor of Lender in the amount of the Loan and bearing interest and being payable as set forth therein.

B. The Loan will be secured, in part, by this Assignment, as well as by a Security Agreement of even date, all of which together with the Note and a Loan Agreement of even date constitute the "Loan Documents."

C. Borrowers are the majority stockholders of Bennion & Deville Fine Homes, Inc., a California corporation doing business as Windermere Real Estate Coachella Valley (the "Business"). The Loan is for purposes of an emergency cash infusion to the Business.

D. As security for the Note, and as a material inducement to Lender to make the Loan to Borrowers, the Borrowers have agreed to assign to Lender all right, title and interest in and to the Borrowers' future real estate commissions, whether paid to them personally or through a third party or entity.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINITIONS.

Capitalized terms used herein shall have the respective meanings given them in the Note, unless otherwise defined herein. The term "including" shall mean "including, without limitation."

2. ASSIGNMENT.

2.1. To further secure the obligations of Borrower under the Note and other Loan Documents, Borrower hereby assigns, transfers, conveys and sets over to Lender all of Borrower's right, title and interest in or to all future real estate commissions payable to Borrowers from any licensed real estate broker in any state, whether said commissions are paid to Borrowers directly, or through any third party or entity.

2.2. This Assignment is a present, absolute, unconditional and irrevocable assignment, and is not a contingent assignment. The rights of Lender in and to the documents assigned

ORIGINAL

Exhibit

41

WITNESS: Deville
DATE: 07/26/16
Shari Stelhorn
CSR No. 2807

herein are not dependent upon the absence or occurrence of any event. Notwithstanding the foregoing, Lender shall take no action to enforce this Assignment unless a Default occurs under the Note, or any of the other Loan Documents, and such Default is not timely cured, if applicable.

3. AGREEMENTS OF BORROWER.

Borrower hereby agrees as follows:

(a) Borrower shall faithfully perform and discharge all obligations of the Borrower, and shall give prompt written notice to Lender of any notice of Borrower's default received from any other creditor and shall furnish Lender with a complete copy of said notice. Following any such notice, upon the request of Lender, Borrower shall promptly make available for inspection and audit by Lender all financial records of Borrower.

(b) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to any third party. Borrower shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages (including attorneys' fees) that Lender may incur by reason of this Assignment, and of and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under this Assignment. All payments received by Lender in connection with the assigned documents may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with this Agreement. If requested by Lender, Borrower shall enforce any contracts and all remedies available to Borrower against any parties obligated or indebted to Borrower.

4. EVENT OF DEFAULT.

The following shall constitute an Event of Default hereunder: (i) the occurrence of an Event of Default under any Loan Document; or (ii) if at any time any representation or warranty made by Borrower in this Assignment shall be or become materially incorrect; or (iii) the breach of any agreement by Borrower under this Assignment.

5. REMEDIES OF LENDER.

Upon the occurrence of an Event of Default, Lender shall have the rights and remedies, all of which are cumulative, as provided under the Loan Documents, or any other agreement between Borrower and Lender, or otherwise available at law or in equity of by statute.

6. RELEASE.

The assignment contained herein and all rights assigned to Lender shall cease and terminate upon the satisfaction of all Obligations of Borrower under the Note and other Loan Documents. Lender shall notify the Borrower when all such obligations have been fully satisfied. It is expressly understood that no judgment or decree that may be entered on any Obligation arising under the Note or any Loan Document shall operate to abrogate or lessen the effect of this Assignment, but that the

same shall continue in full force and effect as herein provided. The provisions of this Assignment shall also remain in full force and effect during the pendency of any proceedings arising from or related to the Note or other Loan Documents, unless all Obligations of Borrower have been fully satisfied. Lender may take or release other security for the Secured Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of Secured Obligations, without prejudice to any of its rights under this Assignment.

7. NO WAIVER.

Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall prejudice or be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents. A waiver by Lender of its rights hereunder or of a breach of any of the covenants and agreements contained herein to be performed by Borrower shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

8. FURTHER ASSURANCES.

Borrower hereby agrees that it shall, whenever and as often as it shall be requested to do so by Lender, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, approvals, consents, memoranda of the subject matter hereof, duplicate originals hereof, and any and all other documents and to do any and all other acts as may be reasonably necessary or appropriate to carry out the terms of this Assignment.

9. NOTICES.

All notices, consents or communications permitted required under this Assignment shall be in writing and shall be deemed to have been properly given and received if sent by hand delivery, overnight carrier or U.S. Express Mail, or certified mail, postage prepaid, as specified in the Mortgage.

10. GOVERNING LAWS; SEVERABILITY.

This Assignment shall be governed by and construed under the laws of the State of Washington. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such legal, invalid or unenforceable provisions had never been inserted herein.

11. ASSIGNMENT BY LENDER.

Lender shall have the right to assign Lender's right, title and interest under this Assignment to any subsequent holder of the Note or any participating interest therein. Any subsequent assignee shall have all the rights and powers herein provided to Lender.


12. SUCCESSORS.

This Assignment shall inure to the benefit of and be binding upon Borrower and Lender, and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the date first set forth above.

BORROWERS:


Robert L. Bennion


Joseph R. Deville

WSC PROPOSED TRIAL EXHIBIT # 660

**SECURITY AGREEMENT
ALL PERSONAL PROPERTY ASSETS**

This SECURITY AGREEMENT is made as of January 13, 2009, between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally (collectively the "Debtor"), Bennion & Deville, Inc., a Washington corporation, and CARMED, LLC, a Washington limited liability company (the "Secured Party").

WHEREAS, the Debtor as Maker has executed a Loan Agreement and Promissory Note of even date (together with this document collectively referred to as the "Loan Documents"), under which Debtor has borrowed certain sums from Secured Party; and

WHEREAS Bennion & Deville, Inc. is a Washington Corporation owned by Debtor (hereafter "BDI"); and

WHEREAS, as material consideration for the Secured Party's willingness to make the loan to the Debtor the Debtor has agreed to that Debtor and BDI will execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

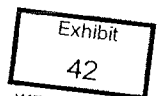
WHEREAS, the Debtor and BDI wish to grant a security interest in favor of the Secured Party as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. The term "State," as used herein, means the State of Washington. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan Documents or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement, and the term "Event of Default," as used herein, means the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Loan Documents.

2. Grant of Security Interest. The Debtor and BDI hereby grant to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Party the following properties, assets and rights of the Debtor and BDI, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all of Borrower's right, title and interest in or to all future real estate commissions payable to Borrowers from any

ORIGINAL



WITNESS: Deville
DATE: 07/26/16
Shari Stelthorn
CSR No. 2807

WSC

licensed real estate broker in any state, whether said commissions are paid to Borrowers directly, or through any third party or entity.

3. Authorization to File Financing Statements. The Debtor and BDI hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor and BDI or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor or BDI is an organization, the type of organization and any organizational identification number issued to the Debtor or BDI and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor and BDI agree to furnish any such information to the Secured Party promptly upon the Secured Party's request.

4. Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Debtor or BDI, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor or BDI can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor or BDI to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's or BDI's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor or BDI at least five Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor and BDI waive any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

5. No Waiver by Secured Party, etc. The Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or

papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

6. Suretyship Waivers. The Debtor and BDI waive demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor and BDI assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 11.2. The Debtor and BDI further waive any and all other suretyship defenses.


7. Proceeds of Dispositions; Expenses. The Debtor and BDI shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Article 9 of the Uniform Commercial Code of the State, as revised, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, the Debtor shall remain liable for any deficiency.


8. Overdue Amounts. Until paid, all amounts past due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the applicable judgment rate in the State.

9. Governing Law; Consent to Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON. The Debtor and BDI agree that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Debtor or BDI by mail at the address specified in the Loan Documents. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


10. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor and BDI acknowledge receipt of a copy of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Agreement to be duly executed as of the date first above written.


Robert L. Bennion, a single man

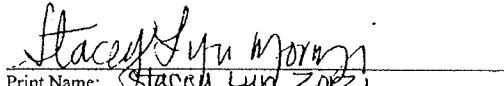

Joseph R. Deville, a single man

BENNION & DEVILLE, INC.


Joseph R. Deville, its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Before me, the undersigned, a Notary Public in and for the State aforesaid, on this 14th day of January, 2009, personally appeared Robert L. Bennion, and who, being by me duly sworn, each deposed and said that he is the individual named herein, and that said instrument was signed and sealed by him, and that he acknowledged said instrument to be his free and voluntary act for the purposes mentioned herein.


Print Name: Stacey Lyn Moran
Notary Public in and for the State of Washington
Residing at Seattle, WA
My commission expires: 4-09-2010



STATE OF Washington)
) ss.
COUNTY OF King)

Before me, the undersigned, a Notary Public in and for the state of Washington, on this 14th day of January, 2009, personally appeared Joseph R. Deville, and who, being by me duly sworn, each depose and said that he is the individual named herein, and that said instrument was signed and sealed by him, and that he acknowledged said instrument to be his free and voluntary act for the purposes mentioned herein.

Stacey Lyn Zorzi
Print Name: Stacey Lyn Zorzi
Notary Public in and for the State of Washington
Residing at Seattle, WA
My commission expires: 04-09-2010



STATE OF Washington)
) ss.
COUNTY OF King)

Before me, the undersigned, a Notary Public in and for the State of Washington, on this 14th day of January, 2009, personally appeared Joseph R. Deville, and who, being by me duly sworn, depose and said that he is the individual named herein, and that said instrument was signed and sealed by him, and that he acknowledged said instrument as the President of Bennion & Deville, Inc., as the free and voluntary act of said entity for the purposes mentioned herein.

Stacey Lyn Zorzi
Print Name: Stacey Lyn Zorzi
Notary Public in and for the State of Washington
Residing at Seattle, WA
My commission expires: 04-09-2010



WSC PROPOSED TRIAL EXHIBIT # 667

LOAN AGREEMENT

THIS LOAN AGREEMENT is made February 16, 2011 by and between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"); and CARMED, LLC, a Washington limited liability company, having an address at 5424 Sand Point Way NE, Seattle, WA 98105 (hereinafter "Lender"), concerning Lender's Loan to Borrower of even date.

RECITALS

1. Borrowers are the majority stockholders of Bennion & Deville Fine Homes, Inc., a California corporation d/b/a Windermere Real Estate Coachella Valley (the "Business").
2. Borrowers have requested, and Lender has agreed to make a loan to Borrowers in the principal amount of up to \$500,000.00, for purposes of start-up capital for the Business to open new locations in Southern California.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows.

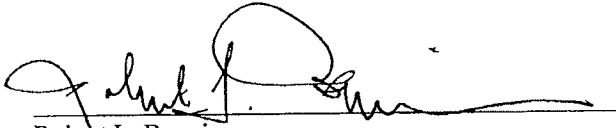
AGREEMENT

1. Lender agrees to lend, and Borrower agrees to borrow the principal sum of five hundred thousand dollars and zero cents (\$500,000.00).
2. Borrower agrees to execute this Agreement, along with a promissory note (the "Note"), as well as an Assignment Agreement and Security Agreement of even date. All of the foregoing shall be collectively referred to herein as the "Loan Documents," and the transactions contemplated herein shall be referred to as the "Loan."
3. As security for the Note, Borrowers agree to execute an Assignment Agreement to assign to Lender all future real estate commissions payable to Borrowers from any licensed real estate broker in any state, whether said commissions are paid to Borrowers directly, or through any third party or entity. Borrowers, together with Bennion & Deville, Inc., a Washington corporation (BDI), shall also execute a Security Agreement of even date, granting Lender a security interest in all future real estate commissions payable to Borrowers or to BDI, pursuant to Article 9 of the Uniform Commercial Code.
4. Borrowers agree that until the Loan has been fully repaid, Borrowers will meet with representatives of Lender at any time at Lender's request, and at said meetings Borrowers will provide full access to the financial statements and other accounting records of the Business.

5. Borrower confirms, represents and warrants that the proceeds of the Loan are to be deposited in an account of the Business, to be used for business purposes only, and not for personal or household purposes.
6. NOTICE: ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO LEND MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND THE TERMS UNDER WHICH MONEY WAS LENT OR CREDIT WAS EXTENDED, TO RELEASE ANY GUARANTOR OR CONSIGNEE, TO FORBEAR WITH RESPECT TO THE REPAYMENT OF ANY DEBT OR THE EXERCISE OF ANY REMEDY, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION PERTAINING TO A DEBT OR OTHER EXTENSION OF CREDIT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
7. Complete Agreement. This Agreement, together with the other Loan Documents, constitute the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of any party.
8. No Third Person Shall Have Any Rights Hereunder. This Agreement is made entirely for the benefit of the Borrower, the Lender and its successors in interest, and no third person shall have any rights hereunder. Neither this Agreement nor the proceeds of the loan shall be assignable without Lender's prior written consent; and any attempt at assignment without such consent shall be void. The Lender need not recognize anyone but the Borrower in dealing with the loan.
9. Attorneys' Fees. Should any complaint be filed or any claim be made arising out of the alleged breach of any of the provisions of this Agreement or for the purpose of enforcing any of its provisions, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the other party as determined by the trial court. If any appeal is taken from the decision of the trial court, the prevailing party shall also be entitled to recover its additional attorneys' fees on appeal as determined by the appellate court.
10. Duty to Execute Further Necessary Documentation. The parties agree to cooperate fully and to execute all documentation that may be necessary to implement the terms of this Agreement.
11. Counterparts and Facsimile Transmissions. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single instrument. A signature of a party received by facsimile transmission shall be deemed an original signature, and shall have binding effect.

12. Choice of Law and Forum. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any action related to or arising from any of the Loan Documents shall be brought in King County Superior Court, State of Washington.
13. Read and Understood; Advice of Counsel. Borrower has read and fully understands this Agreement and has had the opportunity to review this Agreement with independent legal counsel with respect to its terms prior to signing. Each party further understands that this Agreement affects important legal rights, and consents hereto of his or her own free will and judgment.

BORROWERS:



Robert L. Bennion



Joseph K. Deville

WSC PROPOSED TRIAL EXHIBIT # 668

PROMISSORY NOTE – LINE OF CREDIT

\$500,000.00

Seattle, WA

February 16, 2011

FOR VALUE RECEIVED, Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"), hereby promise to pay to the order of CARMED, LLC, a Washington limited liability company (hereinafter, together with its successors and assigns, including each owner and holder from time to time of this Note, called "Lender"), the principal sum of up to five hundred one thousand dollars and zero cents (\$500,000.00), together with interest on the unpaid principal balance, at such interest rates and payable on such dates as provided in this Note. All payments due pursuant to this Note shall be payable in lawful currency of the United States of America at the office of Lender located at 5424 Sand Point Way NE, Seattle, WA 98105, or at such other place as the holder hereof may from time to time designate in writing, not later than 5:00 p.m. on the day when due in accordance with this Note.

1. Certain Definitions. As used in this Note, the following terms shall have the following meanings:

"Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in Seattle, Washington.

"Loan Documents" shall mean this Note, together with the Loan Agreement, Assignment Agreement and the Security Agreement referenced below.

2. Line of Credit. The purpose of this Note is to establish a Line of Credit. Borrowers may borrow up to the maximum principal amount stated above by requesting draws in writing, along with such backup documentation as required by Lender to approve such draws. Lender shall maintain a ledger of all draws and payments made by Borrower, and Borrower agrees that such ledger shall represent the balance owing under this Note. Each time an additional draw is made against the Line of Credit, Lender shall generate and provide to Borrower a new payment schedule showing the payments due from Borrower.

3. Applicable Interest Rate. Except as otherwise specifically set forth herein, the outstanding principal balance of this Note shall bear interest from February 16, 2011 at the Prime Rate as announced from time to time by Wells Fargo Bank, plus two percent (2%) per annum, adjusted quarterly on January 1, April 1, July 1 and October 1 of each year until all amounts owing under this Note have been fully repaid; PROVIDED that in no event shall the rate on this note be less than six percent (6%) per annum.

3. Payment of the Note. Borrower shall make twelve (12) monthly payments of interest only starting on March 1, 2011, and continuing through February 1, 2012. Thereafter Borrower shall make twenty-four (24) monthly payments of five thousand dollars (\$5,000.00) per month, starting March 1, 2012 and continuing through February 1, 2014. Thereafter Borrower shall make twenty-four (24) monthly payments of thirteen thousand, eight hundred, thirty-eight dollars (\$13,838) starting March 1, 2014 and continuing through

February 1, 2016. The full remaining principal balance of this Note, together with all accrued and unpaid interest thereon, and any and all other sums due under this Note or the other Loan Documents, shall be due and payable in full no later than March 1, 2016.

All payments by Borrower shall be applied first to any and all late charges and/or costs of collection, then to interest, and any balance shall be applied to reduction of the principal balance of this Note. Payments shall be considered late if not paid on or prior to the fifth (5th) day of each month.

4. **Prepayment.** Any amount due hereunder may be prepaid without penalty.

5. **Provisions Applicable Generally.**

5.1 **Security.** This Note is secured by an Assignment Agreement and a Security Agreement of even date.

5.2 **Late Charges.** Should any payment due under this Note be delinquent, then a one-time late charge of two hundred fifty dollars (\$250.00) shall be added to the payment amount.

5.3 **Default Interest.** In the event that Borrower fails to cure any monetary or non-monetary default under this Note, or any other Loan Document within the applicable cure period, if any, then the unpaid principal balance due under the Note and all accrued interest thereon, shall thereafter accrue interest at the Default Interest Rate from the date of default until the earlier of: (i) the date the default is cured, or (ii) the date the principal and all other amounts due under the Note, the Mortgage and the other Loan Documents are paid in full. "Default Interest Rate" shall mean a rate of interest equal to the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate payable by Borrower under applicable law.

5.4 **No Usury.** In no event shall the total amount of all charges payable under this Note or under any of the other Loan Documents which are or could be held to be in the nature of interest exceed the maximum rate permitted to be charged under applicable law. Should Lender receive any payment which is in excess of that permitted to be charged under any such applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall be applied to reduction of the principal balance of this Note, and this Note and the other Loan Documents shall be deemed to be reformed to comply with the then applicable laws. If at any time following any reduction in the interest rate payable by Borrower pursuant to this paragraph the maximum interest rate established by applicable law is increased or eliminated, then the interest rate payable hereunder shall be readjusted, to the extent permitted by applicable law, so that the total amount of interest payable hereunder shall be equal to the amount of interest which would have been paid by Borrower without giving effect to the applicable usury laws theretofore in effect. Borrower further agrees that in determining whether or not any interest payable under this Note or any of the other Loan Documents exceeds the maximum rate permitted by law, any non-principal payment (except payments specifically stated in this Note or in any other Loan Document to be "interest"),

including, without limitation, prepayment fees and late charges, shall be deemed, to the extent permitted by law, to be an expense, fee, premium or penalty rather than interest.

5.5 Acceleration. If Borrower fails to pay when due any sum due to Lender under this Note, or any sum due under any other Loan Document, when such payment is due; or If Borrower fails to perform by the appointed time any other obligation, covenant, agreement duty or undertaking on its part to be paid or performed under this Note or any of the other Loan Documents, then Lender may at its option give Borrower written notice of default. If the default is not fully corrected by Borrower within ten (10) days after such written notice, then without further notice or opportunity to cure, at the option of Lender, the entire unpaid principal balance of this Note, together with accrued and unpaid interest and all other sums owed under this Note and the other Loan Documents shall become immediately due and payable. Neither the failure of Lender to exercise Lender's option to accelerate the indebtedness evidenced by this Note or to exercise any other right, remedy or option granted to Lender hereunder or under any other Loan Document, nor the acceptance by Lender of partial payments or partial performance, shall constitute a waiver of any such default.

5.6 Set-off. Borrower hereby irrevocably authorizes and directs Lender at any time, and from time to time, upon the occurrence and continuation of a default under this Note, subject to any applicable notice requirements and cure periods, without notice to Borrower and to the fullest extent permitted by law, to set off and apply any and all deposits at any time held by Lender, and other indebtedness at any time owing by Lender to or for the credit or account of Borrower, against any and all obligations of Borrower now or hereafter existing under this Note, irrespective of whether or not Lender shall have made any demand under this Note and although such obligations may be contingent or unmatured. Lender agrees promptly to notify Borrower after any such set-off and application made by Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Lender under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of set-off) which Lender may have.

5.7 Time is of the Essence. Time is of the essence as to all dates set forth in this Note, subject to any applicable grace period expressly provided herein; **provided, however,** that whenever any payment to be made under this Note shall be stated to be due on a day other than a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest payable hereunder.

5.8 Waiver. No provision of this Note may be waived, changed, modified or discharged without an agreement in writing signed by the party against whom enforcement of such waiver, change, modification or discharge is sought.

5.9 Cumulative Remedies. The remedies of Lender, as provided in this Note or in any of the other Loan Documents, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Lender, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such

right or remedy shall in no event be construed as a waiver or release thereof. Nothing herein contained shall be construed as limiting the holder of this Note to the remedies mentioned above.

5.10 Waiver of Presentment, Etc. Borrower hereby waives presentment for payment, demand, protest and notice of demand, protest and nonpayment and any other notice not expressly provided for herein. No failure to accelerate the indebtedness evidenced hereby by reason of any default, acceptance of a past due installment following the expiration of any cure or reinstatement period provided by this Note, any Loan Document or applicable law, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Washington. Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing.

5.11 Extension of Time, Etc. Borrower agrees that its liability shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by the Lender; and Borrower consents to any indulgences and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to any substitution, exchange or release of the collateral, or any part thereof, with or without substitution, and agrees to the addition or release of any makers, endorsers, guarantors, or sureties, all whether primarily or secondarily liable, without notice to Borrower and without affecting its liability hereunder.

5.12 Costs and Expenses. Borrower shall reimburse Lender upon demand for the amount of all costs and expenses, including, without limitation, attorneys' fees and costs, paid or incurred in connection with the collection of any sum in default under this Note, the Mortgage or any other Loan Document, or any litigation or dispute which Lender becomes a party to or otherwise becomes involved with, which is in any way related to Lender's rights under this Note, the Mortgage or any other Loan Document, or any other action undertaken to protect Lender's rights under this Note, the Mortgage or any other Loan Document, and such amounts shall be added to the indebtedness and secured by the lien of the Mortgage. Notwithstanding the foregoing, if any party hereto shall bring any action for any relief arising out of or related to this Note, the Mortgage or any other of the Loan Documents against the other party hereto, the party that substantially prevails in such action shall be entitled to recover reasonable attorneys' fees and all other costs allowed by the court.

5.13 Successors And Assigns. The obligations of Borrower hereunder shall be binding upon, and the rights and remedies of Lender hereunder shall inure to the benefit of, their respective successors, assigns, heirs, legatees, distributees and legal representatives.


5.14 Captions. The headings and captions of the paragraphs of this Note are included for convenience of reference only, and are not to be construed as defining, limiting or affecting in any other way, the scope or intent of the provisions of this Note.

5.15 Governing Law. This Note shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action arising from this Note shall be in King County Superior Court, in Seattle, Washington.


5.16 Business Purpose. Borrower confirms, represents and warrants that the proceeds of the Loan are to be used for business purposes only, and not for personal or household purposes.

5.17 Credit Agreement Notice. NOTICE: ORAL AGREEMENTS, PROMISES OR COMMITMENTS TO LEND MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND THE TERMS UNDER WHICH MONEY WAS LENT OR CREDIT WAS EXTENDED, TO RELEASE ANY GUARANTOR OR CONSIGNEE, TO FORBEAR WITH RESPECT TO THE REPAYMENT OF ANY DEBT OR THE EXERCISE OF ANY REMEDY, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION PERTAINING TO A DEBT OR OTHER EXTENSION OF CREDIT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first above written.



Robert L. Bennion



Joseph R. Deville

WSC PROPOSED TRIAL EXHIBIT # 669

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment"), dated February 16, 2011, is made by Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrowers") in favor of CARMED, LLC, a Washington limited liability company, having an address at 5424 Sand Point Way NE, Seattle, WA 98105 (hereinafter "Lender").

RECITALS

A. Lender has agreed to extend a line of credit to Borrower in the amount of \$500,000.00 (the "Loan"), which will be evidenced by that certain Promissory Note of even date herewith (the "Note") executed by Borrower in favor of Lender in the amount of the Loan and bearing interest and being payable as set forth therein.

B. The Loan will be secured, in part, by this Assignment, as well as by a Security Agreement of even date, all of which together with the Note and a Loan Agreement of even date constitute the "Loan Documents."

C. Borrowers are the majority stockholders of Bennion & Deville Fine Homes, Inc., a California corporation doing business as Windermere Real Estate Coachella Valley (the "Business"). The Loan is for purposes of an emergency cash infusion to the Business.

D. As security for the Note, and as a material inducement to Lender to make the Loan to Borrowers, the Borrowers have agreed to assign to Lender all right, title and interest in and to the Borrowers' future real estate commissions, whether paid to them personally or through a third party or entity.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINITIONS.

Capitalized terms used herein shall have the respective meanings given them in the Note, unless otherwise defined herein. The term "including" shall mean "including, without limitation."

2. ASSIGNMENT.

2.1. To further secure the obligations of Borrower under the Note and other Loan Documents, Borrower hereby assigns, transfers, conveys and sets over to Lender all of Borrower's right, title and interest in or to all future real estate commissions payable to Borrowers from any licensed real estate broker in any state, whether said commissions are paid to Borrowers directly, or through any third party or entity.

2.2. This Assignment is a present, absolute, unconditional and irrevocable assignment, and is not a contingent assignment. The rights of Lender in and to the documents assigned

herein are not dependent upon the absence or occurrence of any event. Notwithstanding the foregoing, Lender shall take no action to enforce this Assignment unless a Default occurs under the Note, or any of the other Loan Documents, and such Default is not timely cured, if applicable.

3. AGREEMENTS OF BORROWER.

Borrower hereby agrees as follows:

(a) Borrower shall faithfully perform and discharge all obligations of the Borrower, and shall give prompt written notice to Lender of any notice of Borrower's default received from any other creditor and shall furnish Lender with a complete copy of said notice. Following any such notice, upon the request of Lender, Borrower shall promptly make available for inspection and audit by Lender all financial records of Borrower.

(b) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to any third party. Borrower shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages (including attorneys' fees) that Lender may incur by reason of this Assignment, and of and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under this Assignment. All payments received by Lender in connection with the assigned documents may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with this Agreement. If requested by Lender, Borrower shall enforce any contracts and all remedies available to Borrower against any parties obligated or indebted to Borrower.

4. EVENT OF DEFAULT.

The following shall constitute an Event of Default hereunder: (i) the occurrence of an Event of Default under any Loan Document; or (ii) if at any time any representation or warranty made by Borrower in this Assignment shall be or become materially incorrect; or (iii) the breach of any agreement by Borrower under this Assignment.

5. REMEDIES OF LENDER.

Upon the occurrence of an Event of Default, Lender shall have the rights and remedies, all of which are cumulative, as provided under the Loan Documents, or any other agreement between Borrower and Lender, or otherwise available at law or in equity of by statute.

6. RELEASE.

The assignment contained herein and all rights assigned to Lender shall cease and terminate upon the satisfaction of all Obligations of Borrower under the Note and other Loan Documents. Lender shall notify the Borrower when all such obligations have been fully satisfied. It is expressly understood that no judgment or decree that may be entered on any Obligation arising under the Note or any Loan Document shall operate to abrogate or lessen the effect of this Assignment, but that the

same shall continue in full force and effect as herein provided. The provisions of this Assignment shall also remain in full force and effect during the pendency of any proceedings arising from or related to the Note or other Loan Documents, unless all Obligations of Borrower have been fully satisfied. Lender may take or release other security for the Secured Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of Secured Obligations, without prejudice to any of its rights under this Assignment.

7. NO WAIVER.

Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall prejudice or be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents. A waiver by Lender of its rights hereunder or of a breach of any of the covenants and agreements contained herein to be performed by Borrower shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

8. FURTHER ASSURANCES.

Borrower hereby agrees that it shall, whenever and as often as it shall be requested to do so by Lender, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, approvals, consents, memoranda of the subject matter hereof, duplicate originals hereof, and any and all other documents and to do any and all other acts as may be reasonably necessary or appropriate to carry out the terms of this Assignment.

9. NOTICES.

All notices, consents or communications permitted required under this Assignment shall be in writing and shall be deemed to have been properly given and received if sent by hand delivery, overnight carrier or U.S. Express Mail, or certified mail, postage prepaid, as specified in the Mortgage.

10. GOVERNING LAWS; SEVERABILITY.

This Assignment shall be governed by and construed under the laws of the State of Washington. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such legal, invalid or unenforceable provisions had never been inserted herein.

11. ASSIGNMENT BY LENDER.

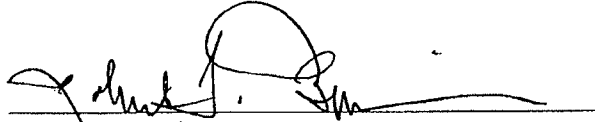
Lender shall have the right to assign Lender's right, title and interest under this Assignment to any subsequent holder of the Note or any participating interest therein. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

12. SUCCESSORS.

This Assignment shall inure to the benefit of and be binding upon Borrower and Lender, and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the date first set forth above.

BORROWERS:


Robert L. Bennion


Joseph B. Deville

WSC PROPOSED TRIAL EXHIBIT # 670

**SECURITY AGREEMENT
ALL PERSONAL PROPERTY ASSETS**

This SECURITY AGREEMENT is made as of February 16, 2011, between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally (collectively the "Debtor"), Bennion & Deville, Inc., a Washington corporation, and CARMED, LLC, a Washington limited liability company (the "Secured Party").

WHEREAS, the Debtor as Maker has executed a Loan Agreement and Promissory Note of even date (together with this document collectively referred to as the "Loan Documents"), under which Debtor has borrowed certain sums from Secured Party; and

WHEREAS Bennion & Deville, Inc. is a Washington Corporation owned by Debtor (hereafter "BDI"); and

WHEREAS, as material consideration for the Secured Party's willingness to make the loan to the Debtor the Debtor has agreed to that Debtor and BDI will execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtor and BDI wish to grant a security interest in favor of the Secured Party as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. The term "State," as used herein, means the State of Washington. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Loan Documents or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement, and the term "Event of Default," as used herein, means the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Loan Documents.

2. Grant of Security Interest. The Debtor and BDI hereby grant to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Party the following properties, assets and rights of the Debtor and BDI, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all of Borrower's right, title and interest in or to all future real estate commissions payable to Borrowers from any

licensed real estate broker in any state, whether said commissions are paid to Borrowers directly, or through any third party or entity.

3. Authorization to File Financing Statements. The Debtor and BDI hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor and BDI or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor or BDI is an organization, the type of organization and any organizational identification number issued to the Debtor or BDI and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor and BDI agree to furnish any such information to the Secured Party promptly upon the Secured Party's request.

4. Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Debtor or BDI, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor or BDI can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor or BDI to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's or BDI's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor or BDI at least five Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor and BDI waive any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

5. No Waiver by Secured Party, etc. The Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or

papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

6. Suretyship Waivers. The Debtor and BDI waive demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor and BDI assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 11.2. The Debtor and BDI further waive any and all other suretyship defenses.

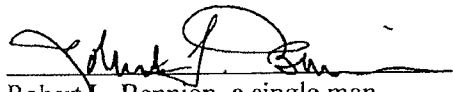
7. Proceeds of Dispositions; Expenses. The Debtor and BDI shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Article 9 of the Uniform Commercial Code of the State, as revised, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, the Debtor shall remain liable for any deficiency.

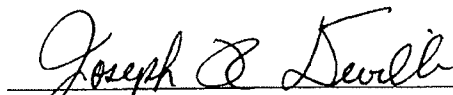
8. Overdue Amounts. Until paid, all amounts past due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the applicable judgment rate in the State.

9. Governing Law; Consent to Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON. The Debtor and BDI agree that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Debtor or BDI by mail at the address specified in the Loan Documents. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

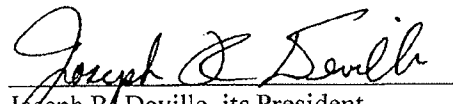
10. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor and BDI acknowledge receipt of a copy of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Agreement to be duly executed as of the date first above written.


Robert L. Bennion, a single man

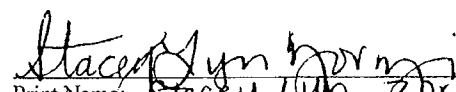

Joseph R. Deville, a single man

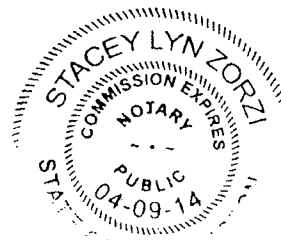
BENNION & DEVILLE, INC., a Washington corporation


Joseph R. Deville, its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Before me, the undersigned, a Notary Public in and for the State aforesaid, on this 18th day of February 2011, personally appeared Robert L. Bennion, and who, being by me duly sworn, each depose and said that he is the individual named herein, and that said instrument was signed and sealed by him, and that he acknowledged said instrument to be his free and voluntary act for the purposes mentioned herein.

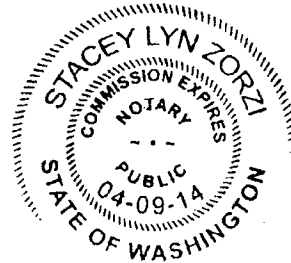

Print Name: Stacey Lyn Zorzi
Notary Public in and for the State of Washington
Residing at Seattle, WA
My commission expires: 4.9.2014



STATE OF WA)
) ss.
COUNTY OF King)

Before me, the undersigned, a Notary Public in and for the state of Washington, on this 18th day of February, 2011, personally appeared Joseph R. Deville, and who, being by me duly sworn, each deposed and said that he is the individual named herein, and that said instrument was signed and sealed by him, and that he acknowledged said instrument to be his free and voluntary act for the purposes mentioned herein.

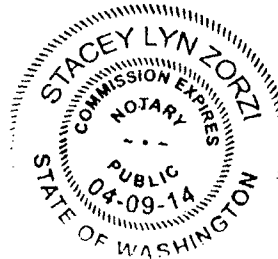
Stacey Lyn Zorzi
Print Name: Stacey Lyn Zorzi
Notary Public in and for the State of Washington
Residing at Seattle, WA
My commission expires: 4.9.2014



STATE OF WA)
) ss.
COUNTY OF King)

Before me, the undersigned, a Notary Public in and for the State of Washington, on this 18th day of February, 2011, personally appeared Joseph R. Deville, and who, being by me duly sworn, deposed and said that he is the individual named herein, and that said instrument was signed and sealed by him, and that he acknowledged said instrument as the President of Bennion & Deville, Inc., as the free and voluntary act of said entity for the purposes mentioned herein.

Stacey Lyn Zorzi
Print Name: Stacey Lyn Zorzi
Notary Public in and for the State of Washington
Residing at Seattle, WA
My commission expires: 4.9.2014



WSC PROPOSED TRIAL EXHIBIT # 715

From: Geoff Wood
Sent: Thursday, March 21, 2013 10:42 AM
To: Bob Bennion
Subject: RE:

Hi Bob,

I appreciate the update.

Best,
Geoff

From: Bob Bennion [<mailto:bbennion@windermere.com>]
Sent: Wednesday, March 20, 2013 8:17 AM
To: Geoff Wood
Subject:

Good Morning Geoff, the services payments for the coast and desert are going out today along with the carmed payment. Next on my list is the \$50,000. We will see how deposits go for the rest of the month. I suspect I may need to break it into two payments of \$25K this month and \$25K next month but the world may work with us. Thanks, Bob

WSC PROPOSED TRIAL EXHIBIT # 750

From: Robert Sunderland <rsunderland@sunmclaw.com>
Sent: Thursday, April 10, 2014 6:27 PM
To: 'Mike Teather'
Cc: Robert Sunderland
Subject: RE: B&D

Hello Mike,

Thank you for the below e-mail. To follow up, I am meeting with Messrs. Bennion & Deville early next week to review each of the below issues in detail.

If you would also identify the additional, four branch locations, I can specifically review those as well.

I'd suggest we set up a call for Wednesday after 3.00 p.m. or Thursday before 10.00 a.m. or after 3 p.m.

On a separate but perhaps indirectly related issue, Bob Deville was approached by the owners of Windermere Homes & Estates in San Diego requesting authorization open a location .6 miles away from Windermere SoCal's Carlsbad Village location. Messrs. Bennion and Deville feels the location might not make sense for a series of reasons. My suggestion was to review this with the folks in Seattle to ensure everyone is maintaining prudent and open communication. Please relay this to the powers that be and invite their dialogue with Messrs. Bennion and Deville through me sharing their perspective is regarding this request.

Regards,

Robert

Sent From:
Robert J. Sunderland, Esq.
SUNDERLAND | MCCUTCHAN, LLP
11770 Bernardo Plaza Court, Suite 310
San Diego, CA 92128
Tel: (858) 675-7800
Fax: (858) 675-7807
Web: www.sunmclaw.com

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From: Mike Teather [<mailto:mike.teather@windermere.com>]
Sent: Tuesday, April 08, 2014 12:18 PM
To: Robert Sunderland
Subject: B&D

Mr. Sunderland:

Thanks for the talk today. Below please find the list of current monies owed by your clients that you requested.

1. PAST DUE FEES

- Anticipating your clients good faith, I have not included any late fees or interest. Long story short: they are three months behind.

	Franchise Fees	Tech Fees	Total
Coachella Valley	\$135,000	\$52,025	\$187,025
SoCal	\$60,000	\$12,850	\$72,850
TOTAL	\$195,000	\$64,875	\$259,875

2. 2009 CARMED LOAN.

- Note was due in full March 1, 2014. No payment was made and no explanation was given.
- **Total owing as of today is \$345,267.03.**

3. **2011 CARMED LOAN.**
 - April payment of \$13,838 now due.
4. **2011 Loan by Washington Loan Co.**
 - Payments are current, with current balance of \$18,198.
 - Due in full May 1, 2014.
5. **UNLICENSED LOCATIONS.** Our research indicates that there are a total of four locations that should be added to the list of paying locations. If we are wrong so be it, but let's do the math.
7. **GARY KRUGER / WINDERMERE WATCH.** I will personally increase SEO efforts on our side, if you can help facilitate communication on the issue.

You have represented that your clients' foundation is in full compliance with applicable laws, and separate from ours. Good enough. We commend your clients on their charitable work, and we will stop asking.

Once you get clearance for me to discuss SEO with your clients' people, I will prepare a plan within two weeks, and execute it as soon as practicable.

Please give me some idea of Mr. Deville's and Mr. Bennion's commitment towards their financial responsibilities.

I can be reached at any time on my cell 206-661-1506.

Thank you,

Michael J. Teather

WSC PROPOSED TRIAL EXHIBIT # 754

Paul Drayna

From: Paul Drayna
Sent: Tuesday, June 03, 2014 12:14
To: Robert Sunderland (rsunderland@sunmclaw.com)
Cc: Mike Teather
Subject: Amendment to promissory note
Attachments: 20140603115916374.pdf; K053014 amend prom note.pdf

Robert:

Mike Teather asked me to send you the amendment to the 2009 promissory note, along with the attached cover letter from Mike. If you have any questions of course don't hesitate to call.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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June 3, 2014

Mr. Robert J. Sunderland
Sunderland | McCutchan, LLP
11770 Bernardo Plaza Court, Suite 250
San Diego, CA 92128

Re: WSC / Bennion & Deville

Dear Robert:

I am writing to summarize the status of our recent discussions. I have appreciated the professional and cordial tone of our dialogue so far, in particular our meeting in person with Mr. Deville last week. I believe that all current issues have been resolved, and that a foundation has been set for better communications going forward. In the interest of avoiding misunderstandings I thought it would be helpful to summarize where I believe we stand.

1. Balloon Payment on 2009 Loan

In January 2009 your clients executed a Promissory Note and related loan documents for a loan in the original principal amount of \$501,000, from CARMED, LLC, as an emergency cash infusion for their Coachella Valley company. The loan was later transferred to JFF, LLC. The note provided that the full remaining balance of principal, interest and all other amounts was due in full no later than March 1, 2014. Your clients have requested a 36-month extension of this loan, fully amortizing the remaining balance over that period. Enclosed with this letter is a document to formally amend the note accordingly. Please have your clients sign and return this document as soon as possible.

2. Windermere Watch

In a series of communications starting in January this year both you and your clients asserted that you believed WSC had breached the terms of the agreement made in December 2012, in which WSC agreed to make commercially reasonable efforts to address the ongoing activities of Gary Kruger and his Windermere Watch web site. Your clients demanded reimbursement for sums they had spent on SEO totaling \$64,113. As a result of our discussions WSC agreed that your clients could deduct that amount as a credit from the past due franchise fees owing to WSC. Your clients ended up taking a total credit of \$85,280, which included other expenses not previously discussed. WSC agreed to this.

It is my understanding that WSC's agreement to the loan extension and the \$85,280 fee credit resolves all current issues, and that as of the date of this letter WSC is not in breach of any

Mr. Robert J. Sunderland
June 3, 2014
Page 2

obligations – contractual or otherwise – owed to your clients. Barring any material change in Mr. Kruger's activities, we have agreed that there is nothing further that WSC can or should be doing with regard to Windermere Watch at this time, and that your clients will bear the expense of any ongoing SEO efforts on their part without taking further credits or offsets from amounts they owe to WSC. We agreed that ongoing SEO expenses will be more than offset by the substantial discounts in both franchise and technology fees granted to your clients.

3. Reporting of Branches and Satellites

There were a number of offices opened in both San Diego and Coachella Valley without the prior written consent of WSC. WSC questioned whether some of these locations should be treated as full branches, and pay the monthly flat franchise fee. After our discussion last week we agreed that all locations your clients are currently reporting as satellites are indeed satellites at this time – although it is anticipated one location in San Diego will become a full branch in the near future. Thank you again for helping us to clarify this issue. WSC will send an addendum to the franchise agreements updating the list of branches and satellites for both of your clients' companies. Going forward to avoid further miscommunications in this area, we would ask that additional locations be approved in advance by WSC, as required by the franchise agreements. We would also like to list all of your clients' offices on www.windermere.com. We think this is good for both them, and for us.

If this letter does not accurately summarize the status of the issues above, or if you believe there are any material issues I've omitted, please let me know. Otherwise I will look forward to continuing our discussions concerning Windermere's future in Southern California, and Mr. Deville's succession planning. Again, my sincere thanks to both you and Mr. Deville for the positive dialogue so far.

Sincerely,

WINDERMERE SERVICES CO.



Michael J. Teather
Senior Vice President – Client Services

AMENDMENT TO PROMISSORY NOTE

\$330,739.35

Seattle, WA

May 23, 2014

This is an amendment to that certain Promissory Note (the "Note") dated January 13, 2009 between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"), and CARMED, LLC, a Washington limited liability company ("Lender"), in the original principal sum of five hundred one thousand dollars and zero cents (\$501,000.00).

RECITALS

- A. CARMED, LLC assigned the Note to JFF, LLC, a Washington limited liability company in September 2013, and since that time JFF has been and remains the Lender. Hereafter all references to "Lender" shall mean JFF, LLC, its successors and assigns.
- B. The Note provided that it was due in full no later than March 1, 2014. Borrowers have requested an extension to the Note, which Lender has agreed to grant.

Now therefore it is agreed as follows:

1. The last payment made by Borrowers was received on May 23, 2014. Borrowers acknowledge and agree that the remaining principal balance as of that date is \$330,739.35. Said amount shall be amortized with interest from May 23, 2014 over thirty-six (36) months. Borrower shall make monthly payments of ten thousand, two hundred, twenty-seven dollars and eighty-five cents (\$10,227.85) commencing on June 30, 2014 and continuing on the last day of each calendar month thereafter. The full remaining principal balance of this Note, together with all accrued and unpaid interest thereon, and any and all other sums due under this Note or the other Loan Documents, shall be due and payable in full on or before May 31, 2017.

2. Except as expressly modified herein, all terms of the Note and other Loan Documents (including without limitation the Security Agreement and Assignment Agreements dated January 13, 2009) remain unchanged, and remain in full force and effect.

BORROWER	BORROWER	LENDER
Joseph R. Deville	Robert L. Bennion	JFF, LLC By Geoffrey P. Wood Its Manager
Date:	Date:	Date:

WSC PROPOSED TRIAL EXHIBIT # 779

**AMENDMENT TO PROMISSORY
NOTE**

Seattle, WA

This is an amendment to that certain Promissory Note (the "Note") dated January 13, 2009 between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"), and CARMED, LLC, a Washington limited liability company ("Lender"), in the original principal sum of five hundred one thousand dollars and zero cents (\$501,000.00).

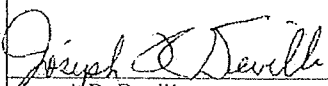
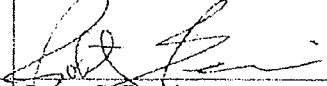
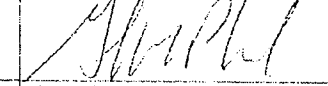
RECITALS

- A. CARMED, LLC assigned the Note to JFF, LLC, a Washington limited liability company in September 2013, and since that time JFF has been and remains the Lender. Hereafter all references to "Lender" shall mean JFF, LLC, its successors and assigns.
- B. The Note provided that it was due in full no later than March 1, 2014. Borrower have requested an extension to the Note, which Lender has agreed to grant.

Now therefore it is agreed as follows:

1. Borrower acknowledges and agrees that as of May 23, 2014, the remaining unpaid balance of the Note was \$330,739.35. Since May 23, 2014, Borrower has paid an additional \$30,683.55 (Check No. 44559 dated 6-2-14: \$5,838.23/Check No. 44893 dated 7-2-14: \$5,838.23/Check No. 45200 dated 7-30-14: \$5,838.23 Check No. 45488 dated 8-29-14: \$13,168.86); these four payments shall be timely credited against the \$330,739.35 loan balance. The outstanding Note balance shall be amortized with interest from May 23, 2014 over Thirty Six (36) months. Commencing on June 30, 2014 and continuing on the last day of each month thereafter Borrower shall make monthly payments in the sum of Ten Thousand Two Hundred Twenty Seven Dollars and Eighty Five Cents (\$10,227.85). The full remaining principal balance of this Note, together with all accrued and unpaid interests thereon, and any and all other sums due under this Note or the other Loan Documents, shall be due and payable on or before May 31, 2017.

2. Except as expressly modified herein, all terms of the Note and other Loan Documents (including without limitation the Security Agreement and Assignment Agreements dated January 13, 2009) remain unchanged, and remain in full force and effect.

BORROWER	BORROWER	LENDER
 Joseph R. Deville	 Robert L. Bennion	 JFF, LLC By Geoffrey P. Wood Its Manager
Date: 10-3-14	Date: 10-3-14	Date: 10-3-14

Exhibit

58

WITNESS: Deville
DATE: 07/27/16
Shari Stelhorn
CSR No. 2807

WSC 348

EXHIBIT C

WSC PROPOSED TRIAL EXHIBIT # 769

From: Robert Sunderland <rsunderland@sunmclaw.com>
Sent: Wednesday, September 10, 2014 6:31 PM
To: Paul Drayna
Cc: Mike Teather; Robert Sunderland
Subject: RE: Draft documents

Hello Paul,

I just wanted to touch base. Mike and I have spoken some and plan to follow up this week to move this forward. I just wanted to make sure you didn't think it was sidetracked.

Best regards,

Robert

Sent From:
Robert J. Sunderland, Esq.
SUNDERLAND | MCCUTCHAN, LLP
11770 Bernardo Plaza Court, Suite 310
San Diego, CA 92128
Tel: (858) 675-7800
Fax: (858) 675-7807
Web: www.sunmclaw.com

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From: Paul Drayna [<mailto:pdrayna@windermere.com>]
Sent: Wednesday, August 27, 2014 2:56 PM
To: Robert Sunderland
Cc: Mike Teather
Subject: Draft documents

Robert – thanks for your time today to discuss the draft documents I've prepared. They are attached. Don't hesitate to call if you have any questions or wish to discuss anything. I'm also attaching the agreement for the extension of the 2009 JFF loan, as that also needs to be finalized as part of this package.

As I said I'll be out of the office tomorrow and Friday. You are welcome to call my cell phone any time, 206-399-6405, although I may not have cell coverage for parts of the next two days.

I look forward to working with you to get these documents finalized and executed.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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WSC PROPOSED TRIAL EXHIBIT # 772

From: Paul Drayna
Sent: Wednesday, September 24, 2014 5:36 PM
To: Robert Sunderland (rsunderland@sunmclaw.com)
Cc: Mike Teather
Subject: JFF accounting
Attachments: 20140924170920614.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Robert - I understand that your clients are questioning the math on our loan extension agreement. I thought it might be helpful for you and them to see how we arrived at that number. I use TValue amortization software to do these calculations. Attached is an amortization schedule showing the dates and amounts of all loan advances and all payments, according to our records. Payments are entered as of the date we received them of course, which may be days later than they were issued on your end.

The last payment we received prior to the extension agreement was on May 23. After posting that payment the remaining principal balance was \$330,739.35. Did we miss a payment, or make a data entry error on any of the amounts or dates? If so let me know. But based on the information we have, we believe this calculation is correct.

I then asked the software to take that remaining balance and amortize it over the agreed extension period. The software calculated the new payment amount accordingly.

Let me know if there's any other information you need, or if you believe our calculations are in error.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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Bobs LOC Originated by CARMED in 2009

Rate Period : Monthly

Nominal Annual Rate : 7.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/14/2009	500,000.00	1		
2 Loan	01/14/2009	1,000.00	1		
3 Loan	02/05/2009	56.00	1		
4 Payment	03/04/2009	4,758.71	1		
5 Payment	03/27/2009	2,922.50	1		
6 Loan	03/31/2009	90.50	1		
7 Loan	03/31/2009	85.50	1		
8 Payment	05/04/2009	2,922.50	1		
9 Payment	06/01/2009	2,922.50	1		
10 Payment	07/14/2009	2,922.50	1		
11 Payment	08/05/2009	2,922.50	1		
12 Payment	09/01/2009	2,922.50	1		
13 Payment	10/03/2009	2,922.50	1		
14 Payment	11/09/2009	2,922.50	1		
15 Payment	12/01/2009	2,922.00	1		
16 Payment	01/06/2010	2,922.50	1		
17 Payment	02/02/2010	2,922.50	1		
18 Payment	03/01/2010	5,838.23	1		
19 Payment	04/02/2010	5,838.23	1		
20 Payment	04/30/2010	5,838.23	1		
21 Payment	06/01/2010	5,838.23	1		
22 Payment	07/15/2010	5,838.23	1		
23 Payment	08/06/2010	5,838.23	1		
24 Payment	09/07/2010	5,838.23	1		
25 Payment	10/05/2010	5,838.23	2	Monthly	11/05/2010
26 Payment	12/08/2010	5,838.23	1		
27 Payment	01/13/2011	5,838.23	1		
28 Payment	02/10/2011	5,838.23	1		
29 Payment	03/09/2011	5,838.23	1		
30 Payment	04/11/2011	5,838.23	1		
31 Payment	05/09/2011	5,838.23	1		
32 Payment	06/07/2011	5,838.23	1		
33 Payment	07/14/2011	5,838.23	1		
34 Payment	08/31/2011	5,838.23	1		
35 Payment	10/06/2011	5,838.23	1		
36 Payment	11/10/2011	5,838.23	1		
37 Payment	12/19/2011	5,838.23	1		
38 Payment	01/24/2012	5,838.23	1		
39 Payment	02/21/2012	5,838.23	1		
40 Payment	03/13/2012	5,838.23	1		
41 Payment	04/06/2012	5,838.23	1		
42 Payment	04/17/2012	5,838.23	1		
43 Payment	05/07/2012	5,838.23	1		
44 Payment	06/18/2012	5,838.23	1		
45 Payment	07/23/2012	5,838.23	1		
46 Payment	08/14/2012	5,838.23	1		
47 Payment	09/25/2012	5,838.23	1		
48 Payment	10/24/2012	5,838.23	1		
49 Payment	11/19/2012	5,838.23	1		
50 Payment	01/03/2013	5,838.23	1		
51 Payment	02/05/2013	5,838.23	1		
52 Payment	03/01/2013	5,838.23	1		
53 Payment	03/21/2013	5,838.23	1		
54 Payment	04/25/2013	5,838.23	1		
55 Payment	05/22/2013	5,838.23	1		
56 Payment	06/21/2013	5,838.23	1		

Bobs LOC Originated by CARMED in 2009

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
57 Payment	07/25/2013	5,838.23	1		
58 Payment	08/27/2013	5,838.23	1		
59 Payment	10/04/2013	5,838.23	1		
60 Payment	11/01/2013	5,838.23	1		
61 Payment	12/03/2013	5,838.23	1		
62 Payment	12/31/2013	5,838.23	1		
63 Payment	02/03/2014	5,838.23	1		
64 Payment	03/03/2014	5,838.23	1		
65 Payment	05/23/2014	17,514.69	1		
66 Payment	06/30/2014	10,227.85	36	Monthly	05/31/2017

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan	01/14/2009	500,000.00		0.00	0.00	0.00	0.00	500,000.00	500,000.00
Loan	01/14/2009	1,000.00		0.00	0.00	0.00	0.00	501,000.00	501,000.00
Loan	02/05/2009	56.00		2,113.81	0.00	0.00	2,113.81	501,056.00	503,169.81
1	03/04/2009		4,758.71	2,594.51	4,708.32	50.39	0.00	501,005.61	501,005.61
2	03/27/2009		2,922.50	2,209.92	2,209.92	712.58	0.00	500,293.03	500,293.03
Loan	03/31/2009	90.50		383.79	0.00	0.00	383.79	500,383.53	500,767.32
Loan	03/31/2009	85.50		0.00	0.00	0.00	383.79	500,469.03	500,852.82
3	05/04/2009		2,922.50	3,303.32	2,922.50	0.00	764.61	500,469.03	501,233.64
4	06/01/2009		2,922.50	2,687.45	2,922.50	0.00	529.56	500,469.03	500,998.59
5	07/14/2009		2,922.50	4,167.15	2,922.50	0.00	1,774.21	500,469.03	502,243.24
6	08/05/2009		2,922.50	2,111.57	2,922.50	0.00	963.28	500,469.03	501,432.31
7	09/01/2009		2,922.50	2,591.47	2,922.50	0.00	632.25	500,469.03	501,101.28
8	10/03/2009		2,922.50	3,111.36	2,922.50	0.00	821.11	500,469.03	501,290.14
9	11/09/2009		2,922.50	3,495.28	2,922.50	0.00	1,393.89	500,469.03	501,862.92
10	12/01/2009		2,922.00	2,111.57	2,922.00	0.00	583.46	500,469.03	501,052.49
2009 Totals		501,232.00	31,060.71	30,881.20	30,297.74	762.97			
11	01/06/2010		2,922.50	3,399.30	2,922.50	0.00	1,060.26	500,469.03	501,529.29
12	02/02/2010		2,922.50	2,591.47	2,922.50	0.00	729.23	500,469.03	501,198.26
13	03/01/2010		5,838.23	2,591.47	3,320.70	2,517.53	0.00	497,951.50	497,951.50
14	04/02/2010		5,838.23	3,000.21	3,000.21	2,838.02	0.00	495,113.48	495,113.48
15	04/30/2010		5,838.23	2,658.69	2,658.69	3,179.54	0.00	491,933.94	491,933.94
16	06/01/2010		5,838.23	2,963.96	2,963.96	2,874.27	0.00	489,059.67	489,059.67
17	07/15/2010		5,838.23	4,165.94	4,165.94	1,672.29	0.00	487,387.38	487,387.38
18	08/06/2010		5,838.23	2,056.37	2,056.37	3,781.86	0.00	483,605.52	483,605.52
19	09/07/2010		5,838.23	2,913.78	2,913.78	2,924.45	0.00	480,681.07	480,681.07
20	10/05/2010		5,838.23	2,581.19	2,581.19	3,257.04	0.00	477,424.03	477,424.03
21	11/05/2010		5,838.23	2,784.97	2,784.97	3,053.26	0.00	474,370.77	474,370.77
22	12/08/2010		5,838.23	3,040.09	3,040.09	2,798.14	0.00	471,572.63	471,572.63
2010 Totals		0.00	64,227.30	34,747.44	35,330.90	28,896.40			
23	01/13/2011		5,838.23	3,203.03	3,203.03	2,635.20	0.00	468,937.43	468,937.43
24	02/10/2011		5,838.23	2,518.13	2,518.13	3,320.10	0.00	465,617.33	465,617.33
25	03/09/2011		5,838.23	2,411.00	2,411.00	3,427.23	0.00	462,190.10	462,190.10
26	04/11/2011		5,838.23	2,873.39	2,873.39	2,964.84	0.00	459,225.26	459,225.26
27	05/09/2011		5,838.23	2,465.98	2,465.98	3,372.25	0.00	455,853.01	455,853.01
28	06/07/2011		5,838.23	2,535.29	2,535.29	3,302.94	0.00	452,550.07	452,550.07
29	07/14/2011		5,838.23	3,247.41	3,247.41	2,590.82	0.00	449,959.25	449,959.25
30	08/31/2011		5,838.23	4,091.75	4,091.75	1,746.48	0.00	448,212.77	448,212.77
31	10/06/2011		5,838.23	3,130.33	3,130.33	2,707.90	0.00	445,504.87	445,504.87
32	11/10/2011		5,838.23	2,940.54	2,940.54	2,897.69	0.00	442,607.18	442,607.18
33	12/19/2011		5,838.23	3,345.83	3,345.83	2,492.40	0.00	440,114.78	440,114.78
2011 Totals		0.00	64,220.53	32,762.68	32,762.68	31,457.85			

Bobs LOC Originated by CARMED in 2009

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
34 01/24/2012		5,838.23	2,989.36	2,989.36	2,848.87	0.00	437,265.91	437,265.91
35 02/21/2012		5,838.23	2,348.06	2,348.06	3,490.17	0.00	433,775.74	433,775.74
36 03/13/2012		5,838.23	1,746.99	1,746.99	4,091.24	0.00	429,684.50	429,684.50
37 04/06/2012		5,838.23	1,977.73	1,977.73	3,860.50	0.00	425,824.00	425,824.00
38 04/17/2012		5,838.23	898.31	898.31	4,939.92	0.00	420,884.08	420,884.08
39 05/07/2012		5,838.23	1,614.35	1,614.35	4,223.88	0.00	416,660.20	416,660.20
40 06/18/2012		5,838.23	3,309.50	3,309.50	2,528.73	0.00	414,131.47	414,131.47
41 07/23/2012		5,838.23	2,812.88	2,812.88	3,025.35	0.00	411,106.12	411,106.12
42 08/14/2012		5,838.23	1,734.53	1,734.53	4,103.70	0.00	407,002.42	407,002.42
43 09/25/2012		5,838.23	3,232.79	3,232.79	2,605.44	0.00	404,396.98	404,396.98
44 10/24/2012		5,838.23	2,249.11	2,249.11	3,589.12	0.00	400,807.86	400,807.86
45 11/19/2012		5,838.23	1,998.55	1,998.55	3,839.68	0.00	396,968.18	396,968.18
2012 Totals	0.00	70,058.76	26,912.16	26,912.16	43,146.60			
46 01/03/2013		5,838.23	3,381.48	3,381.48	2,456.75	0.00	394,511.43	394,511.43
47 02/05/2013		5,838.23	2,452.64	2,452.64	3,385.59	0.00	391,125.84	391,125.84
48 03/01/2013		5,838.23	1,800.25	1,800.25	4,037.98	0.00	387,087.86	387,087.86
49 03/21/2013		5,838.23	1,484.72	1,484.72	4,353.51	0.00	382,734.35	382,734.35
50 04/25/2013		5,838.23	2,526.22	2,526.22	3,312.01	0.00	379,422.34	379,422.34
51 05/22/2013		5,838.23	1,964.68	1,964.68	3,873.55	0.00	375,548.79	375,548.79
52 06/21/2013		5,838.23	2,160.69	2,160.69	3,677.54	0.00	371,871.25	371,871.25
53 07/25/2013		5,838.23	2,454.52	2,454.52	3,383.71	0.00	368,487.54	368,487.54
54 08/27/2013		5,838.23	2,290.85	2,290.85	3,547.38	0.00	364,940.16	364,940.16
55 10/04/2013		5,838.23	2,688.73	2,688.73	3,149.50	0.00	361,790.66	361,790.66
56 11/01/2013		5,838.23	1,942.77	1,942.77	3,895.46	0.00	357,895.20	357,895.20
57 12/03/2013		5,838.23	2,225.00	2,225.00	3,613.23	0.00	354,281.97	354,281.97
58 12/31/2013		5,838.23	1,902.45	1,902.45	3,935.78	0.00	350,346.19	350,346.19
2013 Totals	0.00	75,896.99	29,275.00	29,275.00	46,621.99			
59 02/03/2014		5,838.23	2,245.26	2,245.26	3,592.97	0.00	346,753.22	346,753.22
60 03/03/2014		5,838.23	2,022.73	2,022.73	3,815.50	0.00	342,937.72	342,937.72
61 05/23/2014		17,514.69	5,316.32	5,316.32	12,198.37	0.00	330,739.35	330,739.35
62 06/30/2014		10,227.85	2,436.75	2,436.75	7,791.10	0.00	322,948.25	322,948.25
63 07/31/2014		10,227.85	1,883.86	1,883.86	8,343.99	0.00	314,604.26	314,604.26
64 08/31/2014		10,227.85	1,835.19	1,835.19	8,392.66	0.00	306,211.60	306,211.60
65 09/30/2014		10,227.85	1,786.23	1,786.23	8,441.62	0.00	297,769.98	297,769.98
66 10/31/2014		10,227.85	1,736.99	1,736.99	8,490.86	0.00	289,279.12	289,279.12
67 11/30/2014		10,227.85	1,687.46	1,687.46	8,540.39	0.00	280,738.73	280,738.73
68 12/31/2014		10,227.85	1,637.64	1,637.64	8,590.21	0.00	272,148.52	272,148.52
2014 Totals	0.00	100,786.10	22,588.43	22,588.43	78,197.67			
69 01/31/2015		10,227.85	1,587.53	1,587.53	8,640.32	0.00	263,508.20	263,508.20
70 02/28/2015		10,227.85	1,537.13	1,537.13	8,690.72	0.00	254,817.48	254,817.48
71 03/31/2015		10,227.85	1,486.44	1,486.44	8,741.41	0.00	246,076.07	246,076.07
72 04/30/2015		10,227.85	1,435.44	1,435.44	8,792.41	0.00	237,283.66	237,283.66
73 05/31/2015		10,227.85	1,384.15	1,384.15	8,843.70	0.00	228,439.96	228,439.96
74 06/30/2015		10,227.85	1,332.57	1,332.57	8,895.28	0.00	219,544.68	219,544.68
75 07/31/2015		10,227.85	1,280.68	1,280.68	8,947.17	0.00	210,597.51	210,597.51
76 08/31/2015		10,227.85	1,228.49	1,228.49	8,999.36	0.00	201,598.15	201,598.15
77 09/30/2015		10,227.85	1,175.99	1,175.99	9,051.86	0.00	192,546.29	192,546.29
78 10/31/2015		10,227.85	1,123.19	1,123.19	9,104.66	0.00	183,441.63	183,441.63
79 11/30/2015		10,227.85	1,070.08	1,070.08	9,157.77	0.00	174,283.86	174,283.86
80 12/31/2015		10,227.85	1,016.66	1,016.66	9,211.19	0.00	165,072.67	165,072.67
2015 Totals	0.00	122,734.20	15,658.35	15,658.35	107,075.85			
81 01/31/2016		10,227.85	962.92	962.92	9,264.93	0.00	155,807.74	155,807.74
82 02/29/2016		10,227.85	908.88	908.88	9,318.97	0.00	146,488.77	146,488.77
83 03/31/2016		10,227.85	854.52	854.52	9,373.33	0.00	137,115.44	137,115.44
84 04/30/2016		10,227.85	799.84	799.84	9,428.01	0.00	127,687.43	127,687.43
85 05/31/2016		10,227.85	744.84	744.84	9,483.01	0.00	118,204.42	118,204.42

Bobs LOC Originated by CARMED in 2009

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
						Interest	Principal	Total
86 06/30/2016		10,227.85	689.53	689.53	9,538.32	0.00	108,666.10	108,666.10
87 07/31/2016		10,227.85	633.89	633.89	9,593.96	0.00	99,072.14	99,072.14
88 08/31/2016		10,227.85	577.92	577.92	9,649.93	0.00	89,422.21	89,422.21
89 09/30/2016		10,227.85	521.63	521.63	9,706.22	0.00	79,715.99	79,715.99
90 10/31/2016		10,227.85	465.01	465.01	9,762.84	0.00	69,953.15	69,953.15
91 11/30/2016		10,227.85	408.06	408.06	9,819.79	0.00	60,133.36	60,133.36
92 12/31/2016		10,227.85	350.78	350.78	9,877.07	0.00	50,256.29	50,256.29
2016 Totals	0.00	122,734.20	7,917.82	7,917.82	114,816.38			
93 01/31/2017		10,227.85	293.16	293.16	9,934.69	0.00	40,321.60	40,321.60
94 02/28/2017		10,227.85	235.21	235.21	9,992.64	0.00	30,328.96	30,328.96
95 03/31/2017		10,227.85	176.92	176.92	10,050.93	0.00	20,278.03	20,278.03
96 04/30/2017		10,227.85	118.29	118.29	10,109.56	0.00	10,168.47	10,168.47
97 05/31/2017		10,227.85	59.38	59.38	10,168.47	0.00	0.00	0.00
2017 Totals	0.00	51,139.25	882.96	882.96	50,256.29			
Grand Totals	501,232.00	702,858.04	201,626.04	201,626.04	501,232.00			

WSC PROPOSED TRIAL EXHIBIT # 774

From: Robert Sunderland <rsunderland@sunmclaw.com>
Sent: Wednesday, October 01, 2014 2:13 PM
To: Paul Drayna
Cc: Mike Teather; Robert Sunderland
Subject: RE: JFF accounting
Attachments: JFF Loan Payments June-Sept 2014.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Gentlemen,

As we know, the Amendment to the Promissory Note reflects an earlier date of May 23, 2014 with a balance of \$330,739.35. Paul's email indicates the balance reflects "the dates and amounts of all loan advances and all payments." It is not clear if you are referring to payments before May 23, 2014 or all payments as of the date of Paul's email. Paul has also referenced other payments recently so I am providing the following (and attached) to ensure there is no ambiguity:

Check No. 44559 dated 6-2-14 in the sum of \$5,838.23 Check No. 44893 dated 7-2-14 in the sum of \$5,838.23 Check No. 45200 dated 7-30-14 in the sum of \$5,838.23 Check No. 45488 dated 8-29-14 in the sum of \$13,168.86

Messrs. Bennion & Deville are prepared to execute an Addendum along the proposed lines subject to the inclusion of the correct balance. Perhaps you would like to bring a revised Addendum with you tomorrow for execution?

Regards,

Robert

Sent From:
Robert J. Sunderland, Esq.
SUNDERLAND | MCCUTCHAN, LLP
11770 Bernardo Plaza Court, Suite 310
San Diego, CA 92128
Tel: (858) 675-7800
Fax: (858) 675-7807
Web: www.sunmclaw.com

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-----Original Message-----

From: Paul Drayna [mailto:pdrayna@windermere.com]

Sent: Wednesday, September 24, 2014 5:36 PM

To: Robert Sunderland

Cc: Mike Teather

Subject: JFF accounting

Robert - I understand that your clients are questioning the math on our loan extension agreement. I thought it might be helpful for you and them to see how we arrived at that number. I use TValue amortization software to do these calculations. Attached is an amortization schedule showing the dates and amounts of all loan advances and all payments, according to our records. Payments are entered as of the date we received them of course, which may be days later than they were issued on your end.

The last payment we received prior to the extension agreement was on May 23. After posting that payment the remaining principal balance was \$330,739.35. Did we miss a payment, or make a data entry error on any of the amounts or dates? If so let me know. But based on the information we have, we believe this calculation is correct.

I then asked the software to take that remaining balance and amortize it over the agreed extension period. The software calculated the new payment amount accordingly.

Let me know if there's any other information you need, or if you believe our calculations are in error.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Bank Account		First Bank General Acct (4996)		Ending Balance	
Pay to the Order of		JFF, LLC		No. 44559	
Date		06/02/2014		Date 06/02/2014	
Amount		\$ 5,838.23		Amount \$ 5,838.23	
Five thousand eight hundred thirty-eight and 23/100 ***** Dollars					
Address		JFF, LLC 5424 Sand Point Way NE Seattle, WA 98105			
Memo		June			
<input type="checkbox"/> To be printed					
Bills paid in this transaction:					
P...	Date Due	Vendor	Ref. No.	Bill Amt	Amt Due
✓	06/01/2014	JFF, LLC		5,838.23	5,838.23
				Disc. Date	Amt Paid
				5,838.23	5,838.23



Account Details Transactions Report
September 23, 2014/10:37 AM / marie13

Page 1

WRE CV General Account 4625724996 (Displaying transactions from 06/03/2014 to 06/30/2014)

Current Balance:	Available Balance:	Projected Balance
Last Statement Date: 08/29/2014		

Date	Type	Description	Amount
06/06/14	44559	CHECK # 44559	(\$5,838.23)
Total Debits(1)			(\$5,838.23)
Total Credits(0)			\$0.00
Total Checks(1)			(\$5,838.23)

Bank Account First Bank General Acct (4996) Ending Balance

No. 44893	Date 07/02/2014
Pay to the Order of JFF, LLC	
\$ 5,838.23	
Five thousand eight hundred thirty-eight and 23/100 Dollars	
JFF, LLC	
5424 Sand Point Way NE	
Seattle, WA 98105	
Memo	July



Bills paid in this transaction:

☐ To be printed

P..	Date Due	Vendor	Ref. No.	Bill Amt	Amt Due	Disc Date	Amt Paid
✓	07/01/2014	JFF, LLC			5,838.23	5,838.23	5,838.23

Account Details Transactions Report
September 23, 2014/10:38 AM / marie13

Page 1

WRE CV General Account 4625724996 (Displaying transactions from 07/02/2014 to 07/31/2014)

Current Balance:	Available Balance:	Projected Balance
Last Statement Date:	08/29/2014	

Date	Type	Description	Amount
07/07/14	44893	CHECK # 44893	(\$5,838.23)

Total Debits(1)	(\$5,838.23)
Total Credits(0)	\$0.00
Total Checks(1)	(\$5,838.23)

Bank Account First Bank General Acct (4996) Ending Balance

Pay to the Order of JFF, LLC		No. 45200
		Date 07/30/2014
		\$ 5,838.23
Five thousand eight hundred thirty-eight and 23/100		Dollars
CLEARED		
JFF, LLC		
5424 Sand Point Way NE		
Address Seattle, WA 98105		
Memo August		



Bills paid in this transaction:

☐ To be printed

P...	Date Due	Vendor	Ref. No.	Bill Amt.	Amt. Due	Disc. Date	Amt. Paid
✓	08/01/2014	JFF, LLC		5,838.23	5,838.23		5,838.23

Account Details Transactions Report
September 23, 2014/10:40 AM / marie13

Page 1

WRE CV General Account 4625724996 (Displaying transactions from 08/01/2014 to 08/29/2014)

Current Balance:	Available Balance:	Projected Balance
Last Statement Date: 08/29/2014		

Date	Type	Description	Amount
08/04/14	45200	CHECK # 45200	(\$5,838.23)
Total Debits(1)			(\$5,838.23)
Total Credits(0)			\$0.00
Total Checks(1)			(\$5,838.23)

Bank Account First Bank General Acct (4996) Ending Balance

Pay to the Order of REMI		No. 45488
Thirteen thousand one hundred sixty-eight and 86/100 * * * * *		Date 08/29/2014
JFF, LLC		\$ 13,168.86
5424 Sand Point Way NE		
Address Seattle, WA 98105		
Memo		



To be printed

Expenses \$13,168.86 Items \$0.00

Account	Amount	Memo	Customer: Job	Billa...	Class
N/P CARMED	4,389.62	June payment difference			Corporate
N/P CARMED	4,389.62	July payment difference			Corporate
N/P CARMED	4,389.62	August payment difference			Corporate

Account Details Transactions Report
September 23, 2014/10:41 AM / marie13

Page 1

WRE CV General Account 4625724996 (Displaying transactions from 09/01/2014 to 09/15/2014)

Current Balance:	Available Balance:	Projected Balance
Last Statement Date: 08/29/2014		

Date	Type	Description	Amount
09/02/14	45488	CHECK # 45488	(\$13,168.86)
Total Debits(1)			(\$13,168.86)
Total Credits(0)			\$0.00
Total Checks(1)			(\$13,168.86)

WSC PROPOSED TRIAL EXHIBIT # 775

From: Robert Sunderland <rsunderland@sunmclaw.com>
Sent: Wednesday, October 01, 2014 5:54 PM
To: Paul Drayna
Cc: Mike Teather; Robert Sunderland
Subject: RE: JFF accounting
Attachments: K053014 amend prom note.pdf; K053014 amend prom note.Revised10.1.14.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Paul,

Respectfully, the paperwork contains statements such as "The last payment made by the Borrowers was received on May 23, 2014" which is not correct. You previously advised you would send revised paperwork. Below, you requested today that Messrs. Bennion and Deville simply execute the previous, original provided Amendment since it was correct as of May 23, 2014.

Of course, the parties are in agreement so the question is how may we most expeditiously accomplish execution of an appropriate document incorporating our agreement? To facilitate this, I revised your Amendment inserting language regarding the interim payments while acknowledging the previous balance. The attached tracks with your previous draft point-by-point.

Please take a look at the revised document and advise. For your convenience, I am attaching your previous draft in pdf format and the revised draft in MS Word format.

Regards,

Robert

Sent From:
Robert J. Sunderland, Esq.
SUNDERLAND | MCCUTCHAN, LLP
11770 Bernardo Plaza Court, Suite 310
San Diego, CA 92128
Tel: (858) 675-7800
Fax: (858) 675-7807
Web: www.sunmclaw.com

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-----Original Message-----

From: Paul Drayna [mailto:pdrayna@windermere.com]
Sent: Wednesday, October 01, 2014 4:50 PM
To: Robert Sunderland
Cc: Mike Teather
Subject: RE: JFF accounting

Thank you Robert. The document you have shows what the balance was as of the date on it, and the amount shown is accurate based on the PRIOR payment dates and amounts we sent you. I will not have time to revise the paperwork before your meeting tomorrow. Your clients should sign the paperwork you already have, as it accurately reflects the agreement that was reached concerning the extension terms. I will verify tomorrow that our records and yours agree about payments made since that agreement was reached, but those payments don't affect what the balance was - or the reamortization that was calculated - as of the time the agreement was reached.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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-----Original Message-----

From: Robert Sunderland [mailto:rsunderland@sunmclaw.com]
Sent: Wednesday, October 01, 2014 14:13
To: Paul Drayna
Cc: Mike Teather; Robert Sunderland
Subject: RE: JFF accounting

Hello Gentlemen,

As we know, the Amendment to the Promissory Note reflects an earlier date of May 23, 2014 with a balance of \$330,739.35. Paul's email indicates the balance reflects "the dates and amounts of all loan advances and all payments." It is not clear if you are referring to payments before May 23, 2014 or all payments as of the date of Paul's email. Paul has also referenced other payments recently so I am providing the following (and attached) to ensure there is no ambiguity:

Check No. 44559 dated 6-2-14 in the sum of \$5,838.23 Check No. 44893 dated 7-2-14 in the sum of \$5,838.23 Check No. 45200 dated 7-30-14 in the sum of \$5,838.23 Check No. 45488 dated 8-29-14 in the sum of \$13,168.86

Messrs. Bennion & Deville are prepared to execute an Addendum along the proposed lines subject to the inclusion of the correct balance. Perhaps you would like to bring a revised Addendum with you tomorrow for execution?

Regards,

Robert

Sent From:

Robert J. Sunderland, Esq.

SUNDERLAND | MCCUTCHAN, LLP

11770 Bernardo Plaza Court, Suite 310

San Diego, CA 92128

Tel: (858) 675-7800

Fax: (858) 675-7807

Web: www.sunmclaw.com

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-----Original Message-----

From: Paul Drayna [mailto:pdrayna@windermere.com]

Sent: Wednesday, September 24, 2014 5:36 PM

To: Robert Sunderland

Cc: Mike Teather

Subject: JFF accounting

Robert - I understand that your clients are questioning the math on our loan extension agreement. I thought it might be helpful for you and them to see how we arrived at that number. I use TValue amortization software to do these calculations. Attached is an amortization schedule showing the dates and amounts of all loan advances and all payments, according to our records. Payments are entered as of the date we received them of course, which may be days later than they were issued on your end.

The last payment we received prior to the extension agreement was on May 23. After posting that payment the remaining principal balance was \$330,739.35. Did we miss a payment, or make a data entry error on any of the amounts or dates? If so let me know. But based on the information we have, we believe this calculation is correct.

I then asked the software to take that remaining balance and amortize it over the agreed extension period. The software calculated the new payment amount accordingly.

Let me know if there's any other information you need, or if you believe our calculations are in error.

Paul S. Drayna, General Counsel

Windermere Services Co.

5424 Sand Point Way NE

Seattle, WA 98105

206.527.3801

pdrayna@windermere.com

#:4241

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AMENDMENT TO PROMISSORY NOTE**\$330,739.35****Seattle, WA****May 23, 2014**

This is an amendment to that certain Promissory Note (the "Note") dated January 13, 2009 between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"), and CARMED, LLC, a Washington limited liability company ("Lender"), in the original principal sum of five hundred one thousand dollars and zero cents (\$501,000.00).

RECITALS

- A. CARMED, LLC assigned the Note to JFF, LLC, a Washington limited liability company in September 2013, and since that time JFF has been and remains the Lender. Hereafter all references to "Lender" shall mean JFF, LLC, its successors and assigns.
- B. The Note provided that it was due in full no later than March 1, 2014. Borrowers have requested an extension to the Note, which Lender has agreed to grant.

Now therefore it is agreed as follows:

1. The last payment made by Borrowers was received on May 23, 2014. Borrowers acknowledge and agree that the remaining principal balance as of that date is \$330,739.35. Said amount shall be amortized with interest from May 23, 2014 over thirty-six (36) months. Borrower shall make monthly payments of ten thousand, two hundred, twenty-seven dollars and eighty-five cents (\$10,227.85) commencing on June 30, 2014 and continuing on the last day of each calendar month thereafter. The full remaining principal balance of this Note, together with all accrued and unpaid interest thereon, and any and all other sums due under this Note or the other Loan Documents, shall be due and payable in full on or before May 31, 2017.

2. Except as expressly modified herein, all terms of the Note and other Loan Documents (including without limitation the Security Agreement and Assignment Agreements dated January 13, 2009) remain unchanged, and remain in full force and effect.

BORROWER	BORROWER	LENDER
Joseph R. Deville	Robert L. Bennion	JFF, LLC By Geoffrey P. Wood Its Manager
Date:	Date:	Date:

AMENDMENT TO PROMISSORY NOTE

Seattle, WA

This is an amendment to that certain Promissory Note (the "Note") dated January 13, 2009 between Robert L. Bennion and Joseph R. Deville, two single persons, jointly and severally ("Borrower"), and CARMED, LLC, a Washington limited liability company ("Lender"), in the original principal sum of five hundred one thousand dollars and zero cents (\$501,000.00).

RECITALS

- A. CARMED, LLC assigned the Note to JFF, LLC, a Washington limited liability company in September 2013, and since that time JFF has been and remains the Lender. Hereafter all references to "Lender" shall mean JFF, LLC, its successors and assigns.
- B. The Note provided that it was due in full no later than March 1, 2014. Borrower have requested an extension to the Note, which Lender has agreed to grant.

Now therefore it is agreed as follows:

1. Borrower acknowledges and agrees that as of May 23, 2014, the remaining unpaid balance of the Note was \$330,739.35. Since May 23, 2014, Borrower has paid an additional \$30,683.55 (Check No. 44559 dated 6-2-14: \$5,838.23/Check No. 44893 dated 7-2-14: \$5,838.23/Check No. 45200 dated 7-30-14: \$5,838.23 Check No. 45488 dated 8-29-14: \$13,168.86); these four payments shall be timely credited against the \$330,739.35 loan balance. The outstanding Note balance shall be amortized with interest from May 23, 2014 over Thirty Six (36) months. Commencing on June 30, 2014 and continuing on the last day of each month thereafter Borrower shall make monthly payments in the sum of Ten Thousand Two Hundred Twenty Seven Dollars and Eighty Five Cents (\$10,227.85). The full remaining principal balance of this Note, together with all accrued and unpaid interests thereon, and any and all other sums due under this Note or the other Loan Documents, shall be due and payable on or before May 31, 2017.

2. Except as expressly modified herein, all terms of the Note and other Loan Documents (including without limitation the Security Agreement and Assignment Agreements dated January 13, 2009) remain unchanged, and remain in full force and effect.

BORROWER	BORROWER	LENDER
Joseph R. Deville	Robert L. Bennion	JFF, LLC By Geoffrey P. Wood Its Manager
Date:	Date:	Date:

WSC PROPOSED TRIAL EXHIBIT # 776

From: Paul Drayna
Sent: Thursday, October 02, 2014 10:10 AM
To: Robert Sunderland
Cc: Mike Teather
Subject: RE: JFF accounting
Attachments: JFF 2009 LOC as of 100214.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Robert - I have confirmed with accounting that yes we have received those four additional payments. On the attached PDF I have highlighted those four payments, showing the dates they were received and posted by JFF. I've also calculated and highlighted the balance remaining as of today.

Your proposed modifications to the loan extension are therefore fine, and thank you for making them. Your clients should go ahead and sign it today.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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-----Original Message-----

From: Robert Sunderland [mailto:rsunderland@sunmclaw.com]
Sent: Wednesday, October 01, 2014 17:54
To: Paul Drayna
Cc: Mike Teather; Robert Sunderland
Subject: RE: JFF accounting

Hello Paul,

Respectfully, the paperwork contains statements such as "The last payment made by the Borrowers was received on May 23, 2014" which is not correct. You previously advised you would send revised paperwork. Below, you requested today that Messrs. Bennion and Deville simply execute the previous, original provided Amendment since it was correct as of May 23, 2014.

Of course, the parties are in agreement so the question is how may we most expeditiously accomplish execution of an appropriate document incorporating our agreement? To facilitate this, I revised your Amendment inserting language regarding the interim payments while acknowledging the previous balance. The attached tracks with your previous draft point-by-point.

Please take a look at the revised document and advise. For your convenience, I am attaching your previous draft in pdf format and the revised draft in MS Word format.

Regards,

Robert

Sent From:
Robert J. Sunderland, Esq.
SUNDERLAND | MCCUTCHAN, LLP
11770 Bernardo Plaza Court, Suite 310
San Diego, CA 92128
Tel: (858) 675-7800
Fax: (858) 675-7807
Web: www.sunmclaw.com

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-----Original Message-----

From: Paul Drayna [mailto:pdrayna@windermere.com]
Sent: Wednesday, October 01, 2014 4:50 PM
To: Robert Sunderland
Cc: Mike Teather
Subject: RE: JFF accounting

Thank you Robert. The document you have shows what the balance was as of the date on it, and the amount shown is accurate based on the PRIOR payment dates and amounts we sent you. I will not have time to revise the paperwork before your meeting tomorrow. Your clients should sign the paperwork you already have, as it accurately reflects the agreement that was reached concerning the extension terms. I will verify tomorrow that our records and yours agree about payments made since that agreement was reached, but those payments don't affect what the balance was - or the reamortization that was calculated - as of the time the agreement was reached.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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-----Original Message-----

From: Robert Sunderland [mailto:rsunderland@sunmclaw.com]
Sent: Wednesday, October 01, 2014 14:13
To: Paul Drayna
Cc: Mike Teather; Robert Sunderland
Subject: RE: JFF accounting

Hello Gentlemen,

As we know, the Amendment to the Promissory Note reflects an earlier date of May 23, 2014 with a balance of \$330,739.35. Paul's email indicates the balance reflects "the dates and amounts of all loan advances and all payments." It is not clear if you are referring to payments before May 23, 2014 or all payments as of the date of Paul's email. Paul has also referenced other payments recently so I am providing the following (and attached) to ensure there is no ambiguity:

Check No. 44559 dated 6-2-14 in the sum of \$5,838.23 Check No. 44893 dated 7-2-14 in the sum of \$5,838.23 Check No. 45200 dated 7-30-14 in the sum of \$5,838.23 Check No. 45488 dated 8-29-14 in the sum of \$13,168.86

Messrs. Bennion & Deville are prepared to execute an Addendum along the proposed lines subject to the inclusion of the correct balance. Perhaps you would like to bring a revised Addendum with you tomorrow for execution?

Regards,

Robert

Sent From:
Robert J. Sunderland, Esq.
SUNDERLAND | MCCUTCHAN, LLP
11770 Bernardo Plaza Court, Suite 310
San Diego, CA 92128
Tel: (858) 675-7800
Fax: (858) 675-7807
Web: www.sunmclaw.com

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-----Original Message-----

From: Paul Drayna [mailto:pdrayna@windermere.com]

Sent: Wednesday, September 24, 2014 5:36 PM
To: Robert Sunderland
Cc: Mike Teather
Subject: JFF accounting

Robert - I understand that your clients are questioning the math on our loan extension agreement. I thought it might be helpful for you and them to see how we arrived at that number. I use TValue amortization software to do these calculations. Attached is an amortization schedule showing the dates and amounts of all loan advances and all payments, according to our records. Payments are entered as of the date we received them of course, which may be days later than they were issued on your end.

The last payment we received prior to the extension agreement was on May 23. After posting that payment the remaining principal balance was \$330,739.35. Did we miss a payment, or make a data entry error on any of the amounts or dates? If so let me know. But based on the information we have, we believe this calculation is correct.

I then asked the software to take that remaining balance and amortize it over the agreed extension period. The software calculated the new payment amount accordingly.

Let me know if there's any other information you need, or if you believe our calculations are in error.

Paul S. Drayna, General Counsel
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
206.527.3801
pdrayna@windermere.com

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Bobs LOC Originated by CARMED in 2009

Rate Period : Monthly

Nominal Annual Rate : 7.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/14/2009	500,000.00	1		
2 Loan	01/14/2009	1,000.00	1		
3 Loan	02/05/2009	56.00	1		
4 Payment	03/04/2009	4,758.71	1		
5 Payment	03/27/2009	2,922.50	1		
6 Loan	03/31/2009	90.50	1		
7 Loan	03/31/2009	85.50	1		
8 Payment	05/04/2009	2,922.50	1		
9 Payment	06/01/2009	2,922.50	1		
10 Payment	07/14/2009	2,922.50	1		
11 Payment	08/05/2009	2,922.50	1		
12 Payment	09/01/2009	2,922.50	1		
13 Payment	10/03/2009	2,922.50	1		
14 Payment	11/09/2009	2,922.50	1		
15 Payment	12/01/2009	2,922.00	1		
16 Payment	01/06/2010	2,922.50	1		
17 Payment	02/02/2010	2,922.50	1		
18 Payment	03/01/2010	5,838.23	1		
19 Payment	04/02/2010	5,838.23	1		
20 Payment	04/30/2010	5,838.23	1		
21 Payment	06/01/2010	5,838.23	1		
22 Payment	07/15/2010	5,838.23	1		
23 Payment	08/06/2010	5,838.23	1		
24 Payment	09/07/2010	5,838.23	1		
25 Payment	10/05/2010	5,838.23	2	Monthly	11/05/2010
26 Payment	12/08/2010	5,838.23	1		
27 Payment	01/13/2011	5,838.23	1		
28 Payment	02/10/2011	5,838.23	1		
29 Payment	03/09/2011	5,838.23	1		
30 Payment	04/11/2011	5,838.23	1		
31 Payment	05/09/2011	5,838.23	1		
32 Payment	06/07/2011	5,838.23	1		
33 Payment	07/14/2011	5,838.23	1		
34 Payment	08/31/2011	5,838.23	1		
35 Payment	10/06/2011	5,838.23	1		
36 Payment	11/10/2011	5,838.23	1		
37 Payment	12/19/2011	5,838.23	1		
38 Payment	01/24/2012	5,838.23	1		
39 Payment	02/21/2012	5,838.23	1		
40 Payment	03/13/2012	5,838.23	1		
41 Payment	04/06/2012	5,838.23	1		
42 Payment	04/17/2012	5,838.23	1		
43 Payment	05/07/2012	5,838.23	1		
44 Payment	06/18/2012	5,838.23	1		
45 Payment	07/23/2012	5,838.23	1		
46 Payment	08/14/2012	5,838.23	1		
47 Payment	09/25/2012	5,838.23	1		
48 Payment	10/24/2012	5,838.23	1		
49 Payment	11/19/2012	5,838.23	1		
50 Payment	01/03/2013	5,838.23	1		
51 Payment	02/05/2013	5,838.23	1		
52 Payment	03/01/2013	5,838.23	1		
53 Payment	03/21/2013	5,838.23	1		
54 Payment	04/25/2013	5,838.23	1		
55 Payment	05/22/2013	5,838.23	1		
56 Payment	06/21/2013	5,838.23	1		
57 Payment	07/25/2013	5,838.23	1		
58 Payment	08/27/2013	5,838.23	1		

Bobs LOC Originated by CARMED in 2009

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
59 Payment	10/04/2013	5,838.23	1		
60 Payment	11/01/2013	5,838.23	1		
61 Payment	12/03/2013	5,838.23	1		
62 Payment	12/31/2013	5,838.23	1		
63 Payment	02/03/2014	5,838.23	1		
64 Payment	03/03/2014	5,838.23	1		
65 Payment	05/23/2014	17,514.69	1		
66 Payment	06/06/2014	5,838.23	1		
67 Payment	07/07/2014	5,838.23	1		
68 Payment	08/04/2014	5,838.23	1		
69 Payment	09/02/2014	13,168.86	1		
70 Payment	10/02/2014	308,190.22	1		

Balance as of
10/2/14

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due Interest	Balance Due Principal	Total
Loan 01/14/2009	500,000.00		0.00	0.00	0.00	0.00	500,000.00	500,000.00
Loan 01/14/2009	1,000.00		0.00	0.00	0.00	0.00	501,000.00	501,000.00
Loan 02/05/2009	56.00		2,113.81	0.00	0.00	2,113.81	501,056.00	503,169.81
1 03/04/2009		4,758.71	2,594.51	4,708.32	50.39	0.00	501,005.61	501,005.61
2 03/27/2009		2,922.50	2,209.92	2,209.92	712.58	0.00	500,293.03	500,293.03
Loan 03/31/2009	90.50		383.79	0.00	0.00	383.79	500,383.53	500,767.32
Loan 03/31/2009	85.50		0.00	0.00	0.00	383.79	500,469.03	500,852.82
3 05/04/2009		2,922.50	3,303.32	2,922.50	0.00	764.61	500,469.03	501,233.64
4 06/01/2009		2,922.50	2,687.45	2,922.50	0.00	529.56	500,469.03	500,998.59
5 07/14/2009		2,922.50	4,167.15	2,922.50	0.00	1,774.21	500,469.03	502,243.24
6 08/05/2009		2,922.50	2,111.57	2,922.50	0.00	963.28	500,469.03	501,432.31
7 09/01/2009		2,922.50	2,591.47	2,922.50	0.00	632.25	500,469.03	501,101.28
8 10/03/2009		2,922.50	3,111.36	2,922.50	0.00	821.11	500,469.03	501,290.14
9 11/09/2009		2,922.50	3,495.28	2,922.50	0.00	1,393.89	500,469.03	501,862.92
10 12/01/2009		2,922.00	2,111.57	2,922.00	0.00	583.46	500,469.03	501,052.49
2009 Totals	501,232.00	31,060.71	30,881.20	30,297.74	762.97			
11 01/06/2010		2,922.50	3,399.30	2,922.50	0.00	1,060.26	500,469.03	501,529.29
12 02/02/2010		2,922.50	2,591.47	2,922.50	0.00	729.23	500,469.03	501,198.26
13 03/01/2010		5,838.23	2,591.47	3,320.70	2,517.53	0.00	497,951.50	497,951.50
14 04/02/2010		5,838.23	3,000.21	3,000.21	2,838.02	0.00	495,113.48	495,113.48
15 04/30/2010		5,838.23	2,658.69	2,658.69	3,179.54	0.00	491,933.94	491,933.94
16 06/01/2010		5,838.23	2,963.96	2,963.96	2,874.27	0.00	489,059.67	489,059.67
17 07/15/2010		5,838.23	4,165.94	4,165.94	1,672.29	0.00	487,387.38	487,387.38
18 08/06/2010		5,838.23	2,056.37	2,056.37	3,781.86	0.00	483,605.52	483,605.52
19 09/07/2010		5,838.23	2,913.78	2,913.78	2,924.45	0.00	480,681.07	480,681.07
20 10/05/2010		5,838.23	2,581.19	2,581.19	3,257.04	0.00	477,424.03	477,424.03
21 11/05/2010		5,838.23	2,784.97	2,784.97	3,053.26	0.00	474,370.77	474,370.77
22 12/08/2010		5,838.23	3,040.09	3,040.09	2,798.14	0.00	471,572.63	471,572.63
2010 Totals	0.00	64,227.30	34,747.44	35,330.90	28,896.40			
23 01/13/2011		5,838.23	3,203.03	3,203.03	2,635.20	0.00	468,937.43	468,937.43
24 02/10/2011		5,838.23	2,518.13	2,518.13	3,320.10	0.00	465,617.33	465,617.33
25 03/09/2011		5,838.23	2,411.00	2,411.00	3,427.23	0.00	462,190.10	462,190.10
26 04/11/2011		5,838.23	2,873.39	2,873.39	2,964.84	0.00	459,225.26	459,225.26
27 05/09/2011		5,838.23	2,465.98	2,465.98	3,372.25	0.00	455,853.01	455,853.01
28 06/07/2011		5,838.23	2,535.29	2,535.29	3,302.94	0.00	452,550.07	452,550.07
29 07/14/2011		5,838.23	3,247.41	3,247.41	2,590.82	0.00	449,959.25	449,959.25
30 08/31/2011		5,838.23	4,091.75	4,091.75	1,746.48	0.00	448,212.77	448,212.77
31 10/06/2011		5,838.23	3,130.33	3,130.33	2,707.90	0.00	445,504.87	445,504.87
32 11/10/2011		5,838.23	2,940.54	2,940.54	2,897.69	0.00	442,607.18	442,607.18
33 12/19/2011		5,838.23	3,345.83	3,345.83	2,492.40	0.00	440,114.78	440,114.78
2011 Totals	0.00	64,220.53	32,762.68	32,762.68	31,457.85			

Bobs LOC Originated by CARMED in 2009

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
34 01/24/2012		5,838.23	2,989.36	2,989.36	2,848.87	0.00	437,265.91	437,265.91
35 02/21/2012		5,838.23	2,348.06	2,348.06	3,490.17	0.00	433,775.74	433,775.74
36 03/13/2012		5,838.23	1,746.99	1,746.99	4,091.24	0.00	429,684.50	429,684.50
37 04/06/2012		5,838.23	1,977.73	1,977.73	3,860.50	0.00	425,824.00	425,824.00
38 04/17/2012		5,838.23	898.31	898.31	4,939.92	0.00	420,884.08	420,884.08
39 05/07/2012		5,838.23	1,614.35	1,614.35	4,223.88	0.00	416,660.20	416,660.20
40 06/18/2012		5,838.23	3,309.50	3,309.50	2,528.73	0.00	414,131.47	414,131.47
41 07/23/2012		5,838.23	2,812.88	2,812.88	3,025.35	0.00	411,106.12	411,106.12
42 08/14/2012		5,838.23	1,734.53	1,734.53	4,103.70	0.00	407,002.42	407,002.42
43 09/25/2012		5,838.23	3,232.79	3,232.79	2,605.44	0.00	404,396.98	404,396.98
44 10/24/2012		5,838.23	2,249.11	2,249.11	3,589.12	0.00	400,807.86	400,807.86
45 11/19/2012		5,838.23	1,998.55	1,998.55	3,839.68	0.00	396,968.18	396,968.18
2012 Totals	0.00	70,058.76	26,912.16	26,912.16	43,146.60			
46 01/03/2013		5,838.23	3,381.48	3,381.48	2,456.75	0.00	394,511.43	394,511.43
47 02/05/2013		5,838.23	2,452.64	2,452.64	3,385.59	0.00	391,125.84	391,125.84
48 03/01/2013		5,838.23	1,800.25	1,800.25	4,037.98	0.00	387,087.86	387,087.86
49 03/21/2013		5,838.23	1,484.72	1,484.72	4,353.51	0.00	382,734.35	382,734.35
50 04/25/2013		5,838.23	2,526.22	2,526.22	3,312.01	0.00	379,422.34	379,422.34
51 05/22/2013		5,838.23	1,964.68	1,964.68	3,873.55	0.00	375,548.79	375,548.79
52 06/21/2013		5,838.23	2,160.69	2,160.69	3,677.54	0.00	371,871.25	371,871.25
53 07/25/2013		5,838.23	2,454.52	2,454.52	3,383.71	0.00	368,487.54	368,487.54
54 08/27/2013		5,838.23	2,290.85	2,290.85	3,547.38	0.00	364,940.16	364,940.16
55 10/04/2013		5,838.23	2,688.73	2,688.73	3,149.50	0.00	361,790.66	361,790.66
56 11/01/2013		5,838.23	1,942.77	1,942.77	3,895.46	0.00	357,895.20	357,895.20
57 12/03/2013		5,838.23	2,225.00	2,225.00	3,613.23	0.00	354,281.97	354,281.97
58 12/31/2013		5,838.23	1,902.45	1,902.45	3,935.78	0.00	350,346.19	350,346.19
2013 Totals	0.00	75,896.99	29,275.00	29,275.00	46,621.99			
59 02/03/2014		5,838.23	2,245.26	2,245.26	3,592.97	0.00	346,753.22	346,753.22
60 03/03/2014		5,838.23	2,022.73	2,022.73	3,815.50	0.00	342,937.72	342,937.72
61 05/23/2014		17,514.69	5,316.32	5,316.32	12,198.37	0.00	330,739.35	330,739.35
62 06/06/2014		5,838.23	888.01	888.01	4,950.22	0.00	325,789.13	325,789.13
63 07/07/2014		5,838.23	1,962.92	1,962.92	3,875.31	0.00	321,913.82	321,913.82
64 08/04/2014		5,838.23	1,728.63	1,728.63	4,109.60	0.00	317,804.22	317,804.22
65 09/02/2014		13,168.86	1,767.51	1,767.51	11,401.35	0.00	306,402.87	306,402.87
66 10/02/2014		308,190.22	1,787.35	1,787.35	306,402.87	0.00	0.00	0.00
2014 Totals	0.00	368,064.92	17,718.73	17,718.73	350,346.19			
Grand Totals	501,232.00	673,529.21	172,297.21	172,297.21	501,232.00			