

EXHIBIT 1

From: Mike Teather <mike.teather@windermere.com>
Sent: Tuesday, October 14, 2014 4:08 PM
To: Bob Deville
Subject: RE: Issues with Windermere.com

Bob,

I tried to call you back, and you were on the other line. Our people and Eric are on the line as we speak trying to work out ways to expedite our solution. I will advise when I hear something.

I have told our guys that, if our goal is to be a credible technological solution for WSOCAL in the future, then we perhaps should be able to show their listings online.

On another note, I am ready to discuss how you could return to our foundation if you so choose. In short, you could use the funds for the causes important to you and your agents so long as the recipients have 501(c)(3) status (this limitation exists for all foundations and is not Windermere specific). So far as money flow is concerned 100% of the money comes into the Windermere Foundation; 75% is returned directly to the offices to be used at their discretion; the remaining money is used for larger projects that no single office could tackle. Of course you people should and would be part of the discussion regarding how this pool money is spent in your region. What do you think?

I'm sorry that a date suitable to both you and the San Diego fellas could not be worked out for the Sunderland class, but thank you for your efforts to put together a joint meeting. I'm sure that we will be more successful next time.

Michael J. Teather
WSC

From: Bob Deville [mailto:bdeville@windermeresocal.com]
Sent: Tuesday, October 14, 2014 2:40 PM
To: Mike Teather; attny-Robert Sunderland (rsunderland@sunmclaw.com); Bob Bennion
Subject: FW: Issues with Windermere.com

Mike
Please read below
Just left you a message that this is a large problem for all of our agents, sellers and owners.

Bob Deville
Broker/Owner
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.

From: Bob Bennion [mailto:roverbob@windermeresocal.com]
Sent: Tuesday, October 14, 2014 11:38 AM
To: Eric Forsberg
Cc: Bob Deville
Subject: Re: Issues with Windermere.com

Good work! Thank you Eric

On Oct 14, 2014, at 10:26 AM, Eric Forsberg <eforsberg@windermereocal.com> wrote:

Bob & Bob,

The problems that windermere.com has had in their syndication and non-display of many of our properties is now beginning to catch on at our office meetings. Agents are noticing their properties missing from most everywhere on the web (save windermereocal.com where they are displaying fine) and this is beginning to snowball. Below are emails with the Lee's on the issue. Yesterday I had a number of agents wondering.

I spoke with Joshua Bently at Windermere Solutions yesterday. I told him they have had these issues for over a month and that this is about to become a much larger issue with agents and sellers noticing the error. I told him that if they can't get their feeds working by today, I want syndication control back. He said he would physically walk to and speak with the higher-ups about this. If I get no traction today, I will call Mike Tether.

This is incredibly frustrating.

Eric Forsberg - Director of Technology
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.
71703 Highway 111, Suite 1-D
Rancho Mirage, CA 92270
Office: 760-340-0203
Fax: 760-340-3029

From: Eric Forsberg <eforsberg@windermereocal.com>
Date: Tuesday, October 14, 2014 at 10:20 AM
To: Lauren Lee <lauren@windermere.com>, "support@windermere.com" <support@windermere.com>
Cc: Brent Lee <brentlee951@gmail.com>, Collette Lee <collette@windermere.com>
Subject: Re: Issues with Windermere.com

Hi Lauren,

These are MRMLS listings. Example on our site:

http://windermereocal.com/search_results_detail.asp?mlnum=IV14201293

We confirmed with windermere.com that they were missing photos. I am including support@windermere.com in this reply as they will need to advise you on their status. I wish I could do more, but at the end of the day I can only control the SoCal site. Windermere.com trumps us for syndication so if your property isn't showing on their site, it isn't syndicating to 3rd parties either. I have asked them to either fix their current issues or relinquish control over syndication back to us so that we can get all properties back on the internet where they need to be.

Eric Forsberg - Director of Technology
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.
71703 Highway 111, Suite 1-D
Rancho Mirage, CA 92270
Office: 760-340-0203
Fax: 760-340-3029

From: Lauren Lee <lauren@windmeretower.com>
Date: Monday, October 13, 2014 at 9:18 PM
To: Eric Forsberg <eforsberg@windmeresocal.com>
Cc: Brent Lee <brentlee951@gmail.com>, Collette Lee <collette@windmeretower.com>
Subject: Re: Issues with Windermere.com

Have you been able to figure out what the issue is? The pictures are not showing up on Windermere.com either.

Thank you

Lauren Lee
Windermere Tower Properties
O: 951.369.8002
C: 951.533.4936
F: 951.369.8059
E: lauren@windmeretower.com
BRE# 01937725

On Fri, Sep 26, 2014 at 12:11 PM, Lauren Lee <lauren@windmeretower.com> wrote:

Thank you!

IV14204579

IV14201293

IV14186274

IV14194623

IV14203747

IV14200917

IV14109722 ---shows pending, but closed about 5 weeks ago.

IV14035911- expired at the end of last month

Lauren Lee
Windermere Tower Properties
O: 951.369.8002
C: 951.533.4936
F: 951.369.8059
E: lauren@windmeretower.com
BRE# 01937725

On Fri, Sep 26, 2014 at 11:56 AM, Eric Forsberg <eforsberg@windermereocal.com> wrote:

Hi Lauren,

Please send me the MLS#s in question and I will take a look. I know windermere.com is having issues with their listing syndication relative to feed changes down here. They syndicate the listings to the 3rd party sites so if we are seeing syndication problems, I will get in touch with them to see what the issue is.

Eric Forsberg - Director of Technology
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A Division of Bennion & Deville Fine Homes, Inc.
71703 Highway 111, Suite 1-D
Rancho Mirage, CA 92270
Office: [760-340-0203](tel:760-340-0203)
Fax: [760-340-3029](tel:760-340-3029)

From: Paige Tyley <ptyley@windermereocal.com>
Date: Friday, September 26, 2014 at 10:21 AM
To: Lauren Lee <lauren@windermere.com>, Brent Lee <brentlee951@gmail.com>, Collette Lee <collette@windermere.com>, Eric Forsberg <eforsberg@windermereocal.com>
Subject: RE: Issues with Windermere.com

Hi, Lauren:
Eric Forsberg, our Director of IT, will help you with this. I have copied him on this email.

Paige Tyley
Executive Assistant
Windermere Real Estate Southern California
a division of Bennion & Deville Fine Homes, Inc.
office: [760-770-6801](tel:760-770-6801)
fax: [760-770-6951](tel:760-770-6951)
cell: [760-409-4327](tel:760-409-4327)
ptyley@windermereocal.com

From: laurenjeannelee@gmail.com [<mailto:laurenjeannelee@gmail.com>] **On Behalf Of** Lauren Lee
Sent: Friday, September 26, 2014 10:12 AM
To: Paige Tyley; Brent Lee; Collette Lee
Subject: Issues with Windermere.com

Hello:

Not entirely sure who I need to direct this to, but it seems that a good number of Collette's listings are on the website, but pictures aren't being pulled. This created problems, since sites like Zillow are pulling the info from Windermere.com, so our pictures aren't showing up there either. I noticed it with 2 of Miles and Brent's listings as well.

Not sure if I should contact our MLS, since pictures are most definitely on there or what. Also, I noticed her listing on Monte Vista still shows up on your website, and that closed about 5 weeks ago.

Any advice is appreciated.
Lauren Lee
Windermere Tower Properties

O: 951.369.8002

C: 951.533.4936

F: 951.369.8059

E: lauren@windmeretower.com

BRE# 01937725

EXHIBIT 2

From: Eric Forsberg
Sent: Friday, September 26, 2014 11:56 AM
To: Lauren Lee
Cc: Brent Lee; Collette Lee
Subject: Re: Issues with Windermere.com

Hi Lauren,

Please send me the MLS#s in question and I will take a look. I know windermere.com is having issues with their listing syndication relative to feed changes down here. They syndicate the listings to the 3rd party sites so if we are seeing syndication problems, I will get in touch with them to see what the issue is.

Eric Forsberg - Director of Technology
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Rancho Mirage, CA 92270
Office: 760-340-0203
Fax: 760-340-3029

From: Paige Tyley <ptyley@windermeresocal.com>
Date: Friday, September 26, 2014 at 10:21 AM
To: Lauren Lee <lauren@windermere.com>, Brent Lee <brentlee951@gmail.com>, Collette Lee <collette@windermere.com>, Eric Forsberg <eforsberg@windermeresocal.com>
Subject: RE: Issues with Windermere.com

Hi, Lauren:
Eric Forsberg, our Director of IT, will help you with this. I have copied him on this email.

Paige Tyley
Executive Assistant
Windermere Real Estate Southern California
a division of Bennion & Deville Fine Homes, Inc.
office: 760-770-6801
fax: 760-770-6951
cell: 760-409-4327
ptyley@windermeresocal.com

From: laurenjeannelee@gmail.com [<mailto:laurenjeannelee@gmail.com>] **On Behalf Of** Lauren Lee
Sent: Friday, September 26, 2014 10:12 AM
To: Paige Tyley; Brent Lee; Collette Lee
Subject: Issues with Windermere.com

Hello:

Not entirely sure who I need to direct this to, but it seems that a good number of Collette's listings are on the website, but pictures aren't being pulled. This created problems, since sites like Zillow are pulling the info from Windereme.com, so our pictures aren't showing up there either. I noticed it with 2 of Miles and Brent's listings as well.

Not sure if I should contact our MLS, since pictures are most definitely on there or what. Also, I noticed her listing on Monte Vista still shows up on your website, and that closed about 5 weeks ago.

Any advice is appreciated.

Lauren Lee
Windermere Tower Properties

O: 951.369.8002
C: 951.533.4936
F: 951.369.8059
E: lauren@windermertower.com
BRE# 01937725

EXHIBIT 3

From: Mike Teather <mike.teather@windermere.com>
Sent: Monday, October 06, 2014 4:27 PM
To: Bob Deville
Cc: Bob Bennion; attny-Robert Sunderland (rsunderland@sunmclaw.com); Eric Forsberg
Subject: Re: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

Thanks Bob, please have Eric call me so that I can better understand.

Michael J Teather

On Oct 6, 2014, at 15:21, Bob Deville <bdeville@windermersocal.com> wrote:

Mike
As you see this is a real problem for us and the response from Seattle Tech is not acceptable.
This issue needs to be corrected ASAP as it is costing us clients.
Bob D

Bob Deville
Broker/Owner
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.

From: Eric Forsberg
Sent: Monday, October 06, 2014 2:30 PM
To: Chris Anderson; Bob Deville
Subject: FW: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

We have a real issue with Seattle v. CDAR. While our site has been functioning for weeks on their new system, please see Seattle's response below in yellow highlight. We are losing clients over this. Charlie and Randy each have upset sellers over this. Their properties show on our website just fine, but not on windermere.com and not on their syndication endpoints.

Eric Forsberg - Director of Technology
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.
71703 Highway 111, Suite 1-D
Rancho Mirage, CA 92270
Office: 760-340-0203
Fax: 760-340-3029

From: Janis Charnay <jcharnay@windermersocal.com>
Date: Monday, October 6, 2014 at 10:36 AM
To: Eric Forsberg <eforsberg@windermersocal.com>
Subject: FW: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

FYI?

Janis Charnay

Office Manager
Windermere Real Estate Southern California
A Division of Bennion and Deville Fine Homes
73993 Hwy 111, Palm Desert, Ca 92260
Office: 760-773-4464
Fax: 760-773-4975

From: Jason Lindsey [<mailto:techsupport@windermere.com>]
Sent: Monday, October 06, 2014 10:36 AM
To: jcharnay@windermere.com
Subject: RE: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

We are still working to get CLAW, Palm and Ventura MLS data that used to be part of our CRMLS feed. Those are still in progress unfortunately.

Jason

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

From: Janis Charnay [jcharnay@windermere.com]
Sent: 10/6/2014 10:17 AM
To: techsupport@windermere.com
Subject: RE: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

Jason, Tommi Lennon is now with the MLS in Palm Springs.

Still not showing? On the Windermere.com site.

What else needs to be done?

Janis Charnay

Office Manager
Windermere Real Estate Southern California
A Division of Bennion and Deville Fine Homes
73993 Hwy 111, Palm Desert, Ca 92260
Office: 760-773-4464

Fax: 760-773-4975

From: Janis Charnay [mailto:jcharnay@windermeresocal.com]
Sent: Tuesday, September 30, 2014 9:47 AM
To: 'Jason Lindsey'
Subject: RE: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

Thank you for the update.



Janis Charnay

Office Manager
Windermere Real Estate Southern California
A Division of Bennion and Deville Fine Homes
73993 Hwy 111, Palm Desert, Ca 92260
Office: 760-773-4464
Fax: 760-773-4975

From: Jason Lindsey [mailto:techsupport@windermere.com]
Sent: Tuesday, September 30, 2014 8:27 AM
To: jcharnay@windermeresocal.com
Subject: RE: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

Hey there Janis, I got an answer from the data team. A few months ago we lost access to the CARETS MLS feed, which your mls is a part of. We are working with the MLS to get access to that information again, but it is taking time and there are some negotiations involved. Your owner should be aware of this situation, but if not they can contact Windermere Services for more info.

Sorry about that, but for right now there is nothing we can do... Thanks
Jason

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

From: Janis Charnay [jcharnay@windermeresocal.com]
Sent: 9/29/2014 3:28 PM

To: techsupport@windermere.com

Subject: RE: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

www.desertareamls.com

Janis Charnay

Office Manager
Windermere Real Estate Southern California
A Division of Bennion and Deville Fine Homes
73993 Hwy 111, Palm Desert, Ca 92260
Office: 760-773-4464
Fax: 760-773-4975

From: Jason Lindsey [<mailto:techsupport@windermere.com>]

Sent: Monday, September 29, 2014 3:20 PM

To: jcharnay@windermere.com

Subject: RE: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

Janis,

is that MLS have another name? I'm not finding it on my list? thanks

Jason

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

From: Janis Charnay [jcharnay@windermere.com]

Sent: 9/29/2014 2:54 PM

To: techsupport@windermere.com

Subject: Tommi Lennon Not showing on Windermere.com. Fixed on SoCal

Hello,

What about www.windermere.com it does not seem to be showing Tommi Lennon's Listing... Can you help me with this!

This was fixed on SoCal. They are addressing issues with CDAR. There were some feed issues with the photos.

http://www.windermereocal.com/search_results_detail.asp?mlnum=214083035

Janis Charnay

Office Manager
Windermere Real Estate Southern California
A Division of Bennion and Deville Fine Homes
73993 Hwy 111, Palm Desert, Ca 92260
Office: 760-773-4464
Fax: 760-773-4975



ref:_00Dd0gEWA._500d0L5byE:ref



EXHIBIT 4

From: Eric Forsberg
Sent: Friday, September 26, 2014 11:56 AM
To: Lauren Lee
Cc: Brent Lee; Collette Lee
Subject: Re: Issues with Windermere.com

Hi Lauren,

Please send me the MLS#s in question and I will take a look. I know windermere.com is having issues with their listing syndication relative to feed changes down here. They syndicate the listings to the 3rd party sites so if we are seeing syndication problems, I will get in touch with them to see what the issue is.

Eric Forsberg - Director of Technology
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.
71703 Highway 111, Suite 1-D
Rancho Mirage, CA 92270
Office: 760-340-0203
Fax: 760-340-3029

From: Paige Tyley <ptyley@windermereocal.com>
Date: Friday, September 26, 2014 at 10:21 AM
To: Lauren Lee <lauren@windermereotower.com>, Brent Lee <brentlee951@gmail.com>, Collette Lee <collette@windermereotower.com>, Eric Forsberg <eforsberg@windermereocal.com>
Subject: RE: Issues with Windermere.com

Hi, Lauren:
Eric Forsberg, our Director of IT, will help you with this. I have copied him on this email.

Paige Tyley
Executive Assistant
Windermere Real Estate Southern California
a division of Bennion & Deville Fine Homes, Inc.
office: 760-770-6801
fax: 760-770-6951
cell: 760-409-4327
ptyley@windermereocal.com

From: laurenjeannelee@gmail.com [<mailto:laurenjeannelee@gmail.com>] **On Behalf Of** Lauren Lee
Sent: Friday, September 26, 2014 10:12 AM
To: Paige Tyley; Brent Lee; Collette Lee
Subject: Issues with Windermere.com

Hello:

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Not sure if I should contact our MLS, since pictures are most definitely on there or what. Also, I noticed her listing on Monte Vista still shows up on your website, and that closed about 5 weeks ago.

Any advice is appreciated.

Lauren Lee
Windermere Tower Properties

O: 951.369.8002

C: 951.533.4936

F: 951.369.8059

E: lauren@windermeretower.com

BRE# 01937725

EXHIBIT 5

**AGREEMENT MODIFYING WINDERMERE REAL ESTATE FRANCHISE
LICENSE AGREEMENTS**

This "Agreement" is entered into as of December 18, 2012 by and among Windermere Real Estate Services Company, a Washington Corporation (referred to herein as "WSC"); Windermere Services Southern California, Inc., a California corporation ("Area Representative"); Bennion & Deville Fine Homes, Inc., a California corporation dba Windermere Real Estate Coachella Valley and/or Windermere Real Estate SoCal, and Bennion & Deville Fine Homes SoCal Inc., dba Windermere Real Estate SoCal (collectively referred to herein as "B&D"). The above-named persons and/or entities are sometimes collectively referred to as "the Parties".

Recitals

WSC entered into a Windermere Real Estate License Agreement with Bennion & Deville Fine Homes, Inc. dated August 1, 2001. Area Representative was not a party to that original license agreement, but was subsequently added as a party by subsequent addenda thereto.

WSC and Area Representative entered into a Windermere Real Estate Franchise License Agreement with Bennion & Deville Fine Homes SoCal, Inc., dated March 29, 2011.

These agreements, as previously amended, are hereby collectively referred to as the "License Agreements." The Parties hereto desire to modify certain terms and conditions of the License Agreements.

Wherein an individual named Gary Kruger previously filed a lawsuit in Washington State Superior Court bearing case number 05-2-34433-4 SEA naming Windermere Real Estate Northeast, Inc., George Rudiger, Joan Whittaker and Windermere Real Estate Services Company alleging misrepresentation and/or other causes of action.

Wherein subsequent to the dismissal of the aforementioned lawsuit, Mr. Kruger and/or associates of Mr. Kruger have continuously engaged in an anti-marketing campaign against Windermere Real Estate Services Company and its franchisees including the utilization of web-based information and various website postings targeting Windermere (see www.windermerewatch.com and www.windermerewatch2.com).

Wherein B&D believe that Windermere Watch has resulted in significant lost revenue to B&D.

Wherein the Parties contend that Mr. Kruger and/or others' actions through the Windermere Watch websites violate State (California & Washington) and/or federal laws.

Wherein through this Agreement, the Parties further intend to modify the terms and conditions of the License Agreements, as well as that certain Promissory Note dated

Agreement to Modify Windermere Real Estate License Agreements

December 31, 2008 in the original principal sum of \$465,308.37, executed by Bennion & Deville Fine Homes, Inc. as Maker.

NOW, THEREFORE, for and in consideration of the promises and terms set forth herein, the undersigned Parties agree as follows:

TERMS & CONDITIONS

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference.

2. **Benefit of Counsel.** The Parties acknowledge that they have had the opportunity to and have in fact obtained the advice of legal counsel prior to entering into this Agreement. Each of the Parties hereto executes this Agreement with full knowledge of its significance and with the express intention of affecting its legal consequences.

3. **Consideration.** In consideration for the full and timely performance of each of the terms and conditions of this Agreement in the manner prescribed herein, the Parties agree to the following:

A. **Windermere Watch:** WSC agrees that it shall make commercially reasonable efforts to actively pursue counter-marketing, and other methods seeking to curtail the anti-marketing activities undertaken by Gary Kruger, his Associates, Windermere Watch and/or the agents of the foregoing persons. Such efforts may include litigation, at WSC's discretion. WSC shall pay all attorney's fees, costs, and other third party fees and costs associated with addressing Windermere Watch as contemplated herein. WSC shall seek input, suggestion and confer with B&D prior to taking action(s) regarding Gary Kruger and Windermere Watch. WSC covenants that it shall indemnify B&D and its directors, officers, owners and shareholders in any demand, action, proceeding, mediation, arbitration, lawsuit and/or Complaint of any nature whatsoever asserted by Gary Kruger, his Associates, Windermere Watch and/or the agents of the foregoing persons. Said indemnity includes the payment of Attorney's Fees and other costs/fees necessary to defend B&D, and its directors, officers, owners and shareholders and/or the payment of any judgment, settlement and/or award against the foregoing Parties. The indemnity shall not apply however to any claims arising from actions by B&D, or any of its shareholders, officers, directors or agents, which were not authorized in advance by WSC. B&D acknowledges that WSC has not and cannot guarantee any particular outcome of the efforts contemplated herein. The failure of WSC to eliminate windmerewatch.com shall not constitute a breach of this Agreement, so long as WSC has made commercially reasonable efforts to curtail the impact of the activities of Kruger and/or windmerewatch.

B. **Waiver of Unpaid Franchise & Technology Fees:** WSC and Area Representative hereby agree to waive and forgive Past Due Franchise Fees, and Technology Fees owing under the License Agreements in the sum total of

Agreement to Modify Windermere Real Estate License Agreements

\$1,151,060. A detailed breakdown of the amounts forgiven is attached as Exhibit A, and the amounts waived are summarized as follows:

(i) **Promissory Note:** Waiver and forgiveness of the complete unpaid balance remaining from original note dated December 31, 2008 including all past due fees and accrued interest with a present balance left of \$399,960.00.

(ii) **Franchise & Technology Fees for Bennion & Deville Fine Homes SoCal Inc., dba Windermere Real Estate SoCal:** Waiver and forgiveness of all Past Due Franchise and Technology Fees as well as all related charges for late fees and/or interest through March 31, 2012 in the amount of \$191,025.00 including any accrued late fees, interest and/or claims for recapture of previously discounted fees.

(iii) **Franchise & Technology Fees for Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate Coachella Valley:** Waiver and forgiveness of all Past Due Franchise and Technology Fees as well as all related charges for late fees and/or interest through March 31, 2012 in the amount of \$560,075.00 including any accrued late fees, interest and/or claims for recapture of previously discounted fees.

C. Ramp up and Payment of Fees for April 2012 through present. In addition, WSC and Area Representative agree to grant B&D a temporary reduction in Ongoing Franchise License Fees for a period of eight months. The "ramp up" reduction shall be applied retroactively as follows:

Months	Discount
April and May 2012	90%
June and July 2012	75%
August and September 2012	50%
October and November 2012	25%

Effective with fees for December 2012 (due in January 2013), Ongoing Franchise Fees shall revert to the full amount with no discount. WSC and Area Representative acknowledge that B&D has already paid fees for April through July 2012, inclusive, with the discounts applied. In consideration of the accommodations granted herein, B&D agrees to pay all fees for August through November 2012 to WSC and/or Area Representative no later than December 31, 2012. A detailed breakdown of the amounts owing through October is attached hereto as Exhibit A, but B&D acknowledge this does not include fees for November 2012 which have not yet been reported.

D. Limitation & Cap Regarding Future Technology Fees:
Bennion & Deville Fines Homes, Inc., dba Windermere Real Estate Southern

Page 3 of 9

AgreementREL/c.4

B&D0000419

Agreement to Modify Windermere Real Estate License Agreements

California and/or Windermere Real Estate Coachella Valley and Bennion & Deville SoCal Inc., dba Windermere Real Estate SoCal collectively shall be required to pay no more than a total \$25,000 per month of Technology Fees for a period of five years from the date of execution of this Agreement by all Parties. Said fees are to be calculated on the basis of \$25.00 per Agent.

E. Five Year Term From B&D: In exchange for consideration contained within Sections 3, B-C inclusive, and subject to Section 3, E herein, B&D covenant to remain as Windermere Real Estate franchisees for five years from the date of execution of this Agreement by all Parties. This term shall automatically expire in the event WSC becomes insolvent, files bankruptcy, fails to maintain proper licensing as required by State and/or Federal Regulations (provided that expiration of WSC's license(s) to sell new franchises in California shall not be considered such a failure for purposes of this Agreement), sells more than 50% of its interest in WSC or assigns the day-to-day administration and/or management of WSC's activity to any other entity without approval of B&D and/or if it is adjudicated that WSC has committed a material, uncured breach of this Agreement.

F. Liquidated Damages Clause: In the event B&D terminates its franchise with WSC prior to the expiration of five years from the date of execution of this Agreement by all Parties, the waiver and forgiveness as set forth within Sections 3, B (i)-(iii) shall be pro-rated against the total elapsed years from said date (including any increment thereof) on a straight line basis with no additional interest and/or other accrued fees.

G. Personal Guarantee. WSC and Area Representative agree that neither Robert L. Bennion nor Joseph R. Deville shall be personally liable for any of the amounts forgiven and/or waived pursuant to Sections 3, B (i)-(iii) above. All prior personal guarantees of said amounts are hereby released. The personal guarantees set forth in the License Agreements, and prior addenda thereto, shall continue to apply to amounts that become due and owing under the License Agreements on or after April 1, 2012.

4. Warranty of Non-Reliance. Each Party hereto represents and warrants that they have selected and retained their own experts and consultants to inspect, analyze and advise them regarding the nature, extent and cause of the alleged problems which are the subject of the this Agreement. Each Party further represents and warrants that they are not relying upon any representation, opinion, conclusion, recommendation or estimate expressed by or provided by any other Party and/or any other Party's experts or consultants.

5. Warranty of Non-Assignment. Each Party hereto represents and warrants that it has not sold, transferred, conveyed, assigned or hypothecated any of the rights, claims, or causes of action for the payments contemplated within Section 3, B (i)-(iii) herein.

Agreement to Modify Windermere Real Estate License Agreements

6. **No Admission of Liability.** The Parties acknowledge that the execution of this Agreement restructures previous obligations as to and between the Parties but said Agreement shall at no time and in any manner be considered as an admission of liability or responsibility on the part of any Party.

7. **Attorney's Fees.** Notwithstanding the term contained within Section 3, A herein pertaining to the payment of attorney's fees and costs regarding Gary Kruger and Windermere Watch, the Parties hereto acknowledge and agree that each of them are to bear their own costs, expenses and attorney's fees arising out of or connected with the negotiation, drafting and execution of this Agreement, except that, in the event any action is brought by any Party hereto to enforce this Agreement the prevailing Party shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which the Party or those Parties may be entitled.

8. **Construction of Agreement.** This Agreement shall be construed in accordance with its fair meaning, the captions being for the convenience of the Parties only and not intended to describe or define the provision in the portions of the Agreement to which they pertain. Each Party has agreed to the use of the particular language of the provisions of this Agreement, and any question of doubtful interpretation shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes an uncertainty to exist or against the draftsman. The Parties further agree that Civil Code Section 1654, or any similar common law or equitable principle, is not applicable to this Agreement. Therefore, the terms of this Agreement have been freely negotiated by the Parties and this Agreement shall not be construed against any other Party or drafter. Nothing in this Agreement shall affect in any way those certain Loan Agreements, Promissory Notes and related documents between Robert L Bennion and Joseph R. Deville as Borrowers, and CARMED, LLC or Washington Loan Company, Inc. as Lenders.

9. **Governing Law.** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. By signing this Agreement, the Parties select Riverside County Superior Court – Main in Riverside, California, and/or U.S. District Court located in Los Angeles, California as the proper and sole venue for any action filed to enforce, construe, or interpret this and/or any previous agreement(s) between the Parties.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, affiliates and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associates and/or corporations connected with them including without limitation their insurers, sureties, and attorneys.

11. **Severability.** If any provision, or any part thereof, of this Agreement shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Agreement shall not be affected thereby.

Agreement to Modify Windermere Real Estate License Agreements

12. **Effective Date.** The Parties hereto deem this Agreement to be signed as of the latest day, month and year on which a Party executes this Agreement.

13. **Notices.** Communications between the parties to this agreement must be in writing and must be delivered personally, sent by first class mail, by facsimile, or by Federal Express to the following addresses:

If to WSC: Geoffrey P. Wood, CEO
Windermere Real Estate Services Company
5424 Sand Point Way NE
Tel: (206) 527-3801
Fax: (206) 526-7629
E-Mail: gwood@windermere.com

If to B&D: Joseph R. Deville, President
Bennion & Deville Fine Homes, Inc.
71691 Highway 111
Rancho Mirage, CA 92270
Tel: (760) 770-6801
Fax: (760) 770-6951
E-Mail: bdeville@windermereocal.com

A party may change the listed address by written notice to the others. Communications are effective when actually received.

14. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, which shall be binding upon all parties hereto, notwithstanding that all Parties' signatures do not appear on the same page. If an original signature is affixed by a Party to a counterpart of this Agreement, and a facsimile and/or electronic file (such as a "pdf" or "tif" file as attached to an e-mail) of such originally executed counterpart signature is thereafter telecopied or e-mailed to a Party or Parties' attorneys of record, the telecopied facsimile or e-mail shall be afforded the same validity as the originally executed counterpart, and may be relied upon by all Parties for any and all purposes relating to the Agreement.

15. **Confidentiality.** The terms of the Agreement include information of a proprietary and/or confidential nature. The Parties expressly understand and agree that it shall constitute a breach of the Agreement to disclose the terms of the same except to the Parties' attorneys and/or accountants or as may be required under a Court Order, subpoena and/or pursuant to an action to enforce the terms of the Agreement.

16. **Entire Agreement.** The Parties hereto have entered into this Agreement after extensive review and discussion. The Parties have incorporated the sum and substance of all such discussions and representations leading up to this Agreement within this document. As such, this Agreement constitutes the entire agreement to modify any previous obligations between the Parties hereto and as such, there are no other representations, agreements or promises, either written or oral, either as an inducement to

Agreement to Modify Windermere Real Estate License Agreements

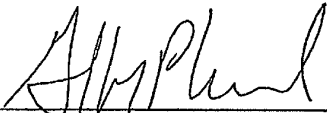
enter into this Agreement or as to its meaning or effect, which are not contained herein. It is the Parties' intent that any ambiguity or conflicting term between this Agreement and any other document or other agreement between the Parties shall be construed such that the terms within this Agreement supersede, control and take priority over any such conflicting term.

17. **Warranty of Authority.** Each individual executing this document on behalf of any Party represents that he/she has been authorized by said Party to execute this document, and does so execute this document on behalf of said Party.

18. **Amendment.** This Agreement may only be modified if the modification is in writing and is signed by the Party against whom enforcement is sought.

Party Signatures:

Dated: Dec. 21, 2012



Geoffrey P. Wood, CEO
Windermere Real Estate Services Company

Dated: _____, 2012

Joseph R. Deville, President
Bennion & Deville Fines Homes, Inc., dba
Windermere Real Estate Coachella Valley and/or
Windermere Real Estate SoCal; and Bennion &
Deville Fine Homes SoCal Inc., dba Windermere
Real Estate SoCal

Dated: _____, 2012

Robert L. Bennion, Officer
Bennion & Deville Fines Homes, Inc., dba
Windermere Real Estate Coachella Valley and/or
Windermere Real Estate SoCal; and Bennion &
Deville Fine Homes SoCal Inc., dba Windermere
Real Estate SoCal

Dated: _____, 2012

Joseph R. Deville, President
Windermere Services Southern California, Inc.

Agreement to Modify Windermere Real Estate License Agreements

enter into this Agreement or as to its meaning or effect, which are not contained herein. It is the Parties' intent that any ambiguity or conflicting term between this Agreement and any other document or other agreement between the Parties shall be construed such that the terms within this Agreement supersede, control and take priority over any such conflicting term.

17. Warranty of Authority. Each individual executing this document on behalf of any Party represents that he/she has been authorized by said Party to execute this document, and does so execute this document on behalf of said Party.

18. Amendment. This Agreement may only be modified if the modification is in writing and is signed by the Party against whom enforcement is sought.

Party Signatures:

Dated: _____, 2012

Geoffrey P. Wood, CEO
Windermere Real Estate Services Company

Dated: 12-20, 2012

Joseph R. Deville, President
Bennion & Deville Fines Homes, Inc., dba
Windermere Real Estate Coachella Valley and/or
Windermere Real Estate SoCal; and Bennion &
Deville Fine Homes SoCal Inc., dba Windermere
Real Estate SoCal

Dated: 12-20, 2012

Robert L. Bennion, Officer
Bennion & Deville Fines Homes, Inc., dba
Windermere Real Estate Coachella Valley and/or
Windermere Real Estate SoCal; and Bennion &
Deville Fine Homes SoCal Inc., dba Windermere
Real Estate SoCal

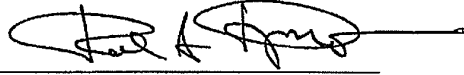
Dated: 12-20, 2012

Joseph R. Deville, President
Windermere Services Southern California, Inc.

Agreement to Modify Windermere Real Estate License Agreements

Approved for Form:

Dated: Dec-21, 2012



Paul S. Drayna, WSBA#26636
General Counsel for Windermere Real Estate
Services Company

Dated: _____, 2012

Robert J. Sunderland, Esq.
Sunderland | McCutchan, LLP
Counsel for Bennion & Deville Fines Homes, Inc.,
dba Windermere Real Estate Coachella Valley
and/or Windermere Real Estate SoCal; and Bennion
& Deville Fine Homes SoCal Inc., dba Windermere
Real Estate SoCal

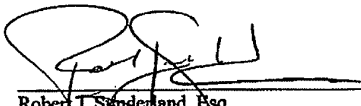
Agreement to Modify Windermere Real Estate License Agreements

Approved for Form:

Dated: _____, 2012

Paul S. Drayna, WSBA#26636
General Counsel for Windermere Real Estate
Services Company

Dated: 21 December, 2012



Robert J. Sunderland, Esq.
Sunderland | McCutchan, LLP
Counsel for Bennion & Deville Fines Homes, Inc.,
dba Windermere Real Estate ~Coachella Valley
and/or Windermere Real Estate SoCal; and Bennion
& Deville Fine Homes SoCal Inc., dba Windermere
Real Estate SoCal

EXHIBIT 6

original 03 Agreement

COPY

WINDERMERE REAL ESTATE SERVICES COMPANY

AREA REPRESENTATION AGREEMENT

FOR THE STATE OF CALIFORNIA

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AREA REPRESENTATION AGREEMENT

THIS AGREEMENT is to be effective as of the 1st day of MAY, 2004, between WINDERMERE REAL ESTATE SERVICES COMPANY, ("WSC"), a Washington Corporation with its principal place of business at 5424 Sand Point Way N.E., Seattle, Washington, 98105, and Windermere Services Southern California, Inc. ("WSSC" or "Area Representative"), a California corporation with its principal place of business at Palm Sprints, California.

RECITALS

A. WSC owns the Trademark and currently licenses real estate brokerage firms to use the Trademark. WSC desires to expand its operations and licenses into the Region and to have Area Representative offer licenses to use the Trademark in the Region and to administer and provide support and auxiliary services to Windermere licensees in the Region.

THEREFORE, the parties covenant and agree as set forth in this Agreement.

1. Definitions

1.1 "Continuing License Fees" shall refer to the ongoing percentage-based fees paid by licensees on a monthly basis.

1.2 "Gross License Fees" shall mean 100% of the license fees paid by licensees in the Region.

1.3 "Initial License Fees" shall refer to the one-time, lump sum license fees paid by licensees upon the execution of a license agreement.

1.4 "Principals" shall mean the shareholders of Area Representative which at the date of execution of this Agreement are as follows:

Name	% Ownership
Bob Deville	<u>50</u>
Bob Bennion	<u>50</u>

1.5 "Region" shall mean the State of California.

1.6 "Trademark" shall mean the trade names "Windermere Real Estate", "Windermere" and variations of those names, and all trademarks, service marks, related symbols and logotypes, owned by WSC and used in connection with real estate brokerage services and activities and licensing activities, together with all related names, marks and symbols used in connection with these activities.

1.7 "Windermere System" shall mean the standards, methods, procedures, techniques, specifications and programs developed by WSC for the establishment, operation and promotion of independently owned real estate brokerage offices, as those standards, methods, procedures, techniques, specifications and programs may be added to, changed, modified, withdrawn or otherwise revised by WSC. These programs include without limitation the Windermere Foundation, Windermere Personal Marketing Programs, Premier Properties Program, Windermere Retirement Plan for Real Estate Salespersons and Windermere salesperson educational formats and outlines.

2. Grant of Area Representation Rights.

WSC hereby grants to Area Representative, and Area Representative hereby accepts the non-exclusive right to offer Windermere licenses to real estate brokerage businesses to use the Trademark and the Windermere System in the Region in accordance with the terms of the Windermere License Agreement. Area Representative agrees not to make or authorize any use, direct or indirect, of the Trademark for any other purpose or in any other manner. Licenses offered will in all cases be subject to the approval of WSC and will be granted and issued by WSC to the licensee.

Area Representative agrees that during the entire term of this Agreement, including the period of notice of expiration of the term, Licensee will in good faith actively and with Area Representative's best efforts engage in the business described herein using the Trademark, and will not, either directly or indirectly, (i) engage in any other competing activity or (ii) sell all or any part of Area Representative's business or operating assets to a person or entity engaged in a competing real estate brokerage and/or franchising business.

3. Administration of Windermere System.

WSC hereby delegates to and Area Representative hereby assumes the responsibility for the administration and supervision of the use and display of the Trademark by licensees in the Region, and of the use by them of the Windermere System in the Region and the provision of support and auxiliary services to Windermere licensees in the Region in accordance with this Agreement and the policies and guidelines enunciated from time to time by WSC. Area Representative's responsibilities will include marketing Windermere licenses in the Region; establishing and operating a training, education and professional development program for licensees under the License Agreement and for their respective salespersons; implementing the intra-system referral program; offering Windermere marketing programs and Premier Properties Programs; making available samples of Windermere forms and listing and marketing materials; administering, collecting and remitting contributions to the Windermere Foundation; monitoring licensees' compliance with the errors and omissions and general liability insurance requirements; and coordination of advertising and public relations.

In addition, Area Representative's responsibilities will include the responsibility to receive, collect, account for all license fees, administrative fees, Advertising Fund contributions, and other amounts due under license agreements in the Region, and to remit to WSC its share of such fees. It will be Area Representative's responsibility to monitor and see that its licensees in the Region comply with and conform to the policies and guidelines enunciated by WSC, including those pertaining to the use of the Trademark, the use and display of the Trademark in accordance with standard or authorized formats, the quality of the image projected by licensees and the nature, type and quality of the services offered by licensees.

Area Representative agrees to give prompt, courteous and efficient service, and to be governed by the highest ethical standards of fair dealing and honesty when dealing with the public and all members of the Windermere System in order to preserve and enhance the identity, reputation, quality image and goodwill built by WSC and the value of the Trademark. Area Representative will comply with all

applicable and valid laws and regulations in the conduct of its business.

Area Representative agrees at its expense to have and maintain during the term of this Agreement adequate personnel and resources available to market and service the Trademarks and services and administer the Windermere System in the Region in accordance with the terms and provisions of this Agreement.

WSC will provide to Area Representative initial training for its personnel and will provide servicing support in connection with the marketing, promotion and administration of the Trademark and Windermere System. Specifically, WSC will make available to Area Representative its key people to the extent necessary to assist Area Representative in carrying out its obligations as set forth in this Agreement. WSC will bear the salary costs for its personnel in connection therewith; however, travel and out of pocket expenses for WSC personnel will be reimbursed by Area Representative.

4. Term and Termination.

4.1 General. The parties approach the Transaction with optimism for its success, but recognize that its success depends on a successful and mutually consensual relationship which in turn depends on many intangibles such as philosophies of the parties and interrelationships of the principals of each party. The term of this Agreement shall commence with the "Effective Date" of the Agreement and continue until it is terminated as follows:

(a) At any time by mutual written agreement of the parties.

(b) By either party upon one hundred eighty (180) days written notice to the other party.

(c) By either party upon ninety (90) days written notice to the other party; provided that such termination shall be limited to termination for cause based upon a material breach of the Agreement described in the notice and not cured within the ninety (90) day period. The parties pledge to deal with one another in good faith and each party agrees to give the other reasonable notice and

opportunity to cure any real or perceived default or misperformance or malperformance on either party's part.

(d) By either party without giving prior notice if the other party (i) is adjudicated bankrupt or insolvent, (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of its business, (iii) voluntarily abandons its Franchise or licensing business, or (iv) is (or its principals are) convicted of or pleads guilty or no contest to a charge of violating any franchise laws and regulations and/or any real estate licensing laws and regulations.

4.2 Termination Obligation. In the event either party elects to terminate the Agreement as provided in § 4.1 (b) above (the "Terminating Party"), it is agreed that the other party (the "Terminated Party") will be paid an amount equal to the fair market value of the Terminated Party's interest in the Agreement (the "Termination Obligation"), in accordance with the provisions of this Agreement. The fair market value of the Terminated Party's interest in the Agreement will be determined by mutual agreement of the parties or, if unable to reach agreement, by each party selecting an appraiser and the two appraisers selecting a third appraiser. The fair market value of the Terminated Party's interest will be determined by the appraisers without consideration of speculative factors including, specifically, future revenue. The appraisers shall look at the gross revenues received under the Transaction during the twelve months preceding the termination date from then existing licensees that remain with or affiliate with the Terminating Party. The median appraisal of the three appraisers shall determine price, and each party agrees to be bound by the determination.

There will be no Termination Obligation if the termination by the Terminating Party is made in good faith based upon the material breach of the obligations of the Terminated Party under this Agreement continuing after reasonable notice and opportunity to cure.

4.3 Payment. The Termination Obligation shall be paid in monthly installments solely from Continuing License Fees described below, until paid in full. Monthly installments in an amount equal to twenty-five percent (25%) of the Continuing License Fees, if any, received by the terminating Party from licensees in the

Region existing at the termination date and remaining with or affiliating with the Terminating Party. The monthly payments will be made on the twenty-fifth day of the month following the receipt of the revenues, commencing with the twenty-fifth day of the month following the first full calendar month after the determination of the Termination Obligation. The parties acknowledge that the Termination Obligation is not a purchase transaction but, rather, constitutes a payment of the agreed "run-off" entitlement of the Terminated Party and for tax purposes will be expensed by the Terminating Party and recognized as income by the Terminated Party. The parties acknowledge that this provision has been specifically negotiated, and both parties agree that it constitutes a reasonable and fair liquidated amount as of the date of execution of this agreement.

4.4 No Other Obligation. Except as specifically provided herein neither party will owe any obligation to the other following termination of the Agreement, except for final accounting and settlement of any previously accrued license fees, and excluding any accrued claim for damages and associated attorneys' fees and costs, or otherwise arising by law. In the event of a termination Area Representative will have no interest in the name or Trademark and will discontinue all use of the names and Trademarks, but otherwise will not be bound by any non-competition covenant.

5. Anticipated Effective Date.

The parties desire the Effective Date of the transaction contemplated by this Agreement to be January 1, 2004 and the parties will use their best efforts to comply with all legal and regulatory requirements so as to permit commencement of the Agreement on that date. In the event the parties are unable to meet that effective date it will be as soon thereafter as is possible and mutually agreed by the parties.

6. Retention of Proprietary Interest in Name and Trademark.

Exclusive ownership of the proprietary rights in and to the Windermere Real Estate tradename and Trademarks shall be retained by WSC and the use thereof by Area Representative is by the license granted by WSC under this

Agreement and shall be in accordance with the terms of this Agreement. WSC will have the sole right to file, in its own name, all state and federal trademark and service mark registrations for the Trademark. In the event of a termination of this Agreement for any reason Area Representative will change its name to a name not containing any reference to Windermere or Windermere Real Estate and will discontinue all use or reference to the tradename and Trademark.

7. Franchise Registration or Compliance.

The parties will promptly and diligently commence and pursue the preparation and filing of all Franchise registration statements, disclosure statements, or applications required under the laws of the state of California and/or the United States of America. WSC will be responsible for any registration filing fee and for all legal expenses incurred in the revision and registration of all required disclosure documents, except that Area Representative will pay the cost of its own legal services in connection with review and cooperative efforts in the registration and the preparation of this and other related agreements or documents. The parties will jointly maintain the registration or disclosure documents and all necessary amendments, updates and/or applications for renewal, each bearing their respective costs of preparation of necessary and required audited financial statements. Required audited financial statements shall be provided to WSC not later than March 1 of each year, beginning March 1, 2005.

8. Terms of Licensees' Agreements.

Licenses will be offered to licensees in the Region, other areas or jurisdictions initially for an initial fee of \$15,000.00 (which amount will be subject to prospective change by WSC) and a continuing license or royalty fee of either five percent (5%) of the gross sales commissions ("Gross Commission Income") earned and received by the licensee, or a fixed dollar amount per agent per month. In addition licensees in the Region will be required to pay additional fees as set forth in WSC's Uniform Franchise Offering Circular (UFOC) as currently on file with the State of California, and as revised from time to time.

9. **Area Representation Fee.**

Initial Fees. Due to the special circumstances of this offering, Area Representative will not be required to pay any initial fee for its Area Representation rights.

10. **Payment, Collection and Allocation of License Fees.**

The license fees (initial and continuing) as well as all additional fees will be paid by the licensees in the Region to Area Representative which will have responsibility for collecting the fees and any applicable late charges and interest and accounting for them to and for the mutual benefit and account of Area Representative and WSC. Area Representative will provide monthly reports to WSC in a form and format acceptable to WSC. WSC will have the right at reasonable times to inspect, review and copy the books and records of Area Representative. Area Representative will pay WSC 50% of the initial and continuing license fees received by it in cash from a licensee under a License Agreement, as follows. By the 22nd day of each calendar month, Area Representative will pay WSC its 50% share of fees received in cash from licensees that month. Payment will be accompanied by a report showing the source and amount of fees received by Area Representative from each licensee, and by the report provided by the licensee showing its calculation of the percentage fees remitted.

11. **Administration Fee.**

All licensees in the Region will pay a monthly "Administration Fee" as set forth in the UFOC, and the license agreements executed by each licensee. The Administration Fee shall be one of the additional fees collected by Area Representative and forwarded in full to WSC. WSC may in its discretion use the Administration Fees collected in the Region for any purpose in WSC's sole discretion.

12. **Windermere Foundation.**

All licensees in the Region and their respective licensed sales agents will participate in the Windermere Foundation program on the same basis as other WSC licensees and their respective sales agents. Area Representative

will implement the Windermere Foundation program with the licensees under this Agreement and their respective sales agents, in accordance with the written guidelines established by WSC or the Windermere Foundation from time to time and applicable and applied consistently to all WSC licensees and their respective licensed sales agents. Under the current program, each sales agent licensed with a WSC licensee contributes \$7.50 for each real estate sales transaction (listing or selling side) in which the sales agent is involved, to the Windermere Foundation. Sales transactions for which a contribution to the foundation needs to be made do not include a licensee's outgoing referral transactions. The amount of the contribution is subject to change from time to time.

WSC shall cause the Windermere Foundation to expend the contributions received by it from the Region, less a portion of the Foundation's administration expenses, on programs presented or conducted by the Windermere Foundation in the Region, in affiliation with Area Representative. The time and amount expended and the programs and location and method of presentation shall be determined by the Windermere Foundation in cooperation with WSC and Area Representative. All such activities, programs and expenditures must be consistent with the Foundation's Bylaws and Articles of Incorporation, must not disqualify the Windermere Foundation for tax exempt treatment for income tax purposes, and may not violate any other applicable state or federal laws.

13. Technology Fees

Licensees in the Region shall pay Technology Fees in an amount determined by WSC, and as disclosed in the UFOC and the license agreements executed by each licensee. Area Representative shall be responsible for collecting all Technology Fees in the region, as one of the additional fees collected by Area Representative and forwarded in full to WSC. The Technology Fee is intended to support the operation and development of WSC's technology systems, including without limitation the public web site operated at www.windermere.com, as well as the Windermere Online Resource Center Intranet system (WORC site). Area Representative acknowledges that features available in and for the Region may be limited due to the currently small number of Windermere licensees in the Region. It is anticipated that technology services available for the Region will expand with the number of licensees. However,

such expansion will be time and cost-intensive, and may require the imposition of additional or increased Technology Fees to fund such development. Area Representative agrees to cooperate with WSC in establishing and implementing a technology strategy for the Region, and in financing the development of technology tools for the Region through increased contributions from Area Representative and/or its licensees in such amounts as determined by WSC and Area Representative.

14. No Exclusive Territory.

The license granted herein is a non-exclusive license to market and service the Trademark and the Windermere System to franchisees and prospective franchisees in the Region. WSC intends to have more than one representative for the Region, and does not intend to assign any representative any particular area or territory. At the time that this Agreement is executed Area Representative has been assigned responsibility for (and the right to collect fees from) the specific franchisees identified in Exhibit A. Additional offices may be added, and offices may be transferred to other representatives, at any time by WSC in WSC's sole judgment. Area Representative agrees to cooperate with WSC in this regard.

Area Representative shall establish and maintain an office in a location to be mutually determined by Area Representative and WSC. Area Representative must receive WSC's permission before opening additional branch offices or relocating any office, but is not restricted from seeking new franchisees from any specific geographical area. Likewise, other representatives in the Region will be free to solicit new franchisees in areas serviced by Area Representative. WSC will determine in its discretion which representative will service each franchisee in the Region, and explicitly reserves the right to reassign franchisees to a different representative at any time in WSC's sole business judgment.

15. Relationship of Parties.

Area Representative will be an independent contractor responsible for exercising full control over the internal management and day-to-day operations of its business and the administration of the Windermere System in the Region. The Agreement does not and will not create a relationship

of principal and agent, joint venture or partnership. Each party will be fully responsible for its own actions and each will agree to indemnify one another for any and all liability incurred by one by virtue of or arising out of the acts of the other. Each party will agree to obtain and keep in force comprehensive general liability insurance, automobile liability insurance and any other insurance required by law, with policy limits in amounts approved by WSC.

16. No Restriction - WSC.

Nothing contained in this Agreement shall be construed to limit the freedom and flexibility of WSC to sell itself or its assets, merge or discontinue business or to liquidate or dissolve.

17. Non-Transferability / Personal Responsibility of Principals / Modifications to Organizational Documents

a. The composition, principals and management of Area Representative has been an essential factor in the determination of WSC to enter into this Agreement. Accordingly the Agreement and Area Representative's rights under the Agreement are non-transferable without the express written consent of WSC, which may be withheld in WSC's sole discretion. Any change of the ownership of Area Representative to ownership outside the group of Principals identified in §1.4 shall be considered a transfer or assignment for this purpose, and a breach of this Agreement.

b. The Principals of Area Representative identified above in §1.4 shall be at all times actively and personally involved in the operation of Area Representative's business, and shall be personally responsible for discharging all duties of the Area Representative set forth herein. In the event any individual Principal identified herein dies, becomes permanently disabled, or ceases to be actively involved in the operation of Area Representative's business, WSC may terminate this Agreement with cause.

c. A copy of Area Representative's organizational document(s) are attached hereto as Exhibit B. Said documents were reviewed and approved by WSC as a precondition of the granting of this Agreement, and may not be modified without WSC's prior permission. A violation of

this provision shall be grounds for WSC to terminate this Agreement with cause.

18. Entire Agreement.

This Agreement constitutes the entire understanding of the parties and shall be subject to modification or change only in writing and signed by all of the parties.

19. Waiver. The waiver of any breach or default under this Agreement will not constitute a waiver of any other right hereunder or any subsequent breach or default.

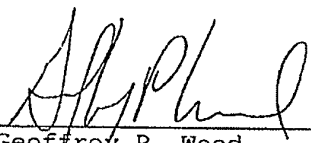
20. Arbitration. Except for equitable or injunctive relief involving intellectual property rights, the parties hereto shall submit any other dispute or controversy arising out of or related to this Agreement to binding arbitration before the American Arbitration Association pursuant to the rules of the American Arbitration Association. The decision by the arbitrators shall be binding and conclusive upon the parties, and they shall comply with such decision in good faith, and each party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment with respect to the decision of the arbitrators hereunder. The institution of any arbitration proceeding hereunder shall not relieve either party of its obligations hereunder.

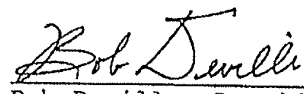
21. Attorney's Fees and Costs.

Should any party institute legal proceedings to enforce the terms and conditions of this Agreement or its rights hereunder, the substantially prevailing party shall be entitled to recover all of its reasonable expenses, including attorney fees, court costs and other expenses reasonably and necessarily incurred in connection with such proceedings and any appeal.

WINDERMERE REAL ESTATE
SERVICES COMPANY

AREA REPRESENTATIVE

By 
Geoffrey P. Wood
Chief Executive Officer

By 
Bob Deville, President

Date: 5/1/04

Date: 5-1-04

EXHIBIT A
LIST OF LICENSEES TO BE SERVICED BY AREA REPRESENTATIVE
AND SPECIAL FEE ARRANGEMENTS

<u>Carlsbad/San Diego</u>	Email: carlsbad@windermere.com Phone: (760) 434-4340	Carlsbad/San Diego 355 Carlsbad Village Drive Carlsbad, CA. 92008
<u>Desert Hot Springs</u>	Email: coachellavalley@windermere.com Phone: 760-329-3130	Desert Hot Springs 66337 Pierson Blvd. Desert Hot Springs, CA. 92240
<u>Escondido</u>	Email: escondido@windermere.com Phone: 760-291-1000	Escondido 100 South Escondido Blvd. Escondido, CA. 92025
<u>La Quinta</u>	Email: coachellavalley@windermere.com Phone: 760-564-9685	La Quinta 47-250 Washington Street Ste B La Quinta, CA. 92253
<u>Palm Springs</u>	Email: coachellavalley@windermere.com Phone: 760-327-3990	Palm Springs 850 N Palm Canyon Dr. Palm Springs, CA. 92262
<u>Rancho Mirage</u>	Email: coachellavalley@windermere.com Phone: 760-770-6801	Rancho Mirage 36101 Bob Hope Drive, Suite F-2 Rancho Mirage, CA. 92270
<u>Solana Beach</u>	Email: solana@windermere.com Phone: 858-794-5900	Solana Beach 514 Via de la Valle #102 Solana Beach, CA. 92075

1. San Diego Branches

Effective January 1, 2004, the San Diego offices will be part of Area Representative's Southern California (SCA) region. Windermere Services Northern California, Inc., the Area Representative for Northern California (NCA) will receive one half of license fees generated by the Carlsbad, Escondido and Solana Beach offices until it has received \$35,000 or January 1, 2006 whichever comes first. (Example: \$1,000 income -- \$500 to WSC; \$250 to Area Representative and \$250 to NCA).

2. Coachella Valley Offices Licensing Fees

Area Representative will retain fifty percent (50%) of all licensing fees generated by the Coachella Valley offices beginning January 1, 2004 with the exception of the Palm Springs office which will begin on July 1, 2004.

3. Other Initiation Fees and Licensing Fees

Area Representative and WSC will share all initiation and licensing fees equally for all future Windermere offices in the SCA region.

It is understood that collection of fees will be the responsibility of Area Representative, but Area Representative will not be responsible for payment of uncollectable fees.

4. Administrative Fee

Administrative Fees are currently assessed on a \$25.00 per agent per month basis. The Administrative Fees generated in the State of California will be applied to the region from which the fees were collected with the following exception:

4.1 For the period between 1/1/04 to 12/31/05:

- a. All NCA fees will be applied to the Stanford Cup expenses
- b. Fees generated from 89 SCA agents will be applied to Stanford Cup expenses.
- c. As of 1/1/04 the fees being applied from SCA agents to the Stanford Cup expenses will be reduced by any increase in the NCA agent base of 197. (Example: If agent base in NCA is 197 on 1/1/04 and 200 on 2/1/04, then only fees from 86 agents in SCA will be applied to the NCA Stanford expenses in February.)
- d. SCA participation in Stanford Cup expenses will never exceed 89 agents even if the NCA agent base drops below 197; therefore, the maximum SCA participation in each year would be \$26,700.

4.2 For the period 1/1/06 forward:

100% of SCA fees will be retained for SCA regardless of the NCA agent base.

4.3 Administrative Fee increases:

Administrative Fees are currently set at \$25.00. In the event SCA increases Administrative fees for any reason, 100% of any increased amount shall be retained for SCA. (Example: SCA increases fee to \$45.00: \$20 difference is retained by SCA and \$25.00 is applied to any fees being allocated to NCA.)

4.4 1/1/04: Initial SCA Administrative Fee Pool:
Starting 1/1/04, Administrative Fees from the first 89 SCA agents each month will be divided as set forth herein. Administrative Fees for any additional agents in the SCA area will be credited to the SCA Administrative Fund.

4.5 Accounting
Administrative fees accounting records will be maintained by Windermere Services (WSC). Agent numbers used will be as reported monthly to WSC on the Month End Statistical and Fee Calculation Form.

All fees are paid one month in arrears. For example, fees accrued in January 2004 were paid in February 2004. Accordingly all references in this Agreement to fees for any specified month or period shall be interpreted to mean fees accrued during such time, but paid a month later.

EXHIBIT B
AREA REPRESENTATIVE'S
APPROVED ORGANIZATIONAL DOCUMENTS

EXHIBIT 7

Subject: FW: UFDD for Northern California

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

Sent: Wednesday, June 12, 2013 4:38 PM

To: Bob Deville

Subject: UFDD for Northern California

Use this for now. Get Item 23 signed today, and he can sign a franchise agreement in 14 days.

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 8

From: Paul Drayna [mailto:pdrayna@windermere.com]
Sent: Friday, June 14, 2013 2:34 PM
To: Bob Deville; Patrick Robinson
Subject: UFDD for Southern California

Bob and Patrick:

Your UFDD renewal packet is going out today to the State of California for filing. We typically receive approval within two weeks. As soon as it is approved I will let you know, and upload it to the WORC site. In the mean time you can use the Northern California filing, which is already approved for this year, and which I sent Bob earlier this week. We can use that one to sign up the new San Diego office as a temporary solution until the SoCal version is ready. Be sure to have them sign the Item 23 receipt (crossing off Scott Mitchelson's name, and writing in Bob's), AS WELL AS THE DISCLOSURE OF NEGOTIATED SALES, which should be the last page of the packet.

For your internal review only, attached are PDF's of the UFDD and license agreement we sent to the state today, along with a redline version showing changes from last year. These are not to be released externally until approved by the state.

Let me know if you have any questions. I'm out next week, but will be checking email and can be reached by cell phone if there's an emergency. I'm back in the office June 24.

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 9

From: Paul Drayna <pdrayna@windermere.com>
Sent: Friday, June 21, 2013 11:51 AM
To: Bob Deville; Geoff Wood
Subject: RE: UFDD for Southern California

Yes, it went out last week. I'm on vacation this week, will be back Monday. In the mean time you may proceed with the Northern California UFDD as we discussed.

The reason that it says last year's initial fees ranged from \$25K to \$25K is because there was only one initial fee collected last year, and it was \$25K. We are required to disclose the range actually collected if the initial fee can vary. We have always said that it can, to allow room for situations where we choose to negotiate it. Because we say it can vary, we are required to disclose what people actually paid last year. The alternative is to say that it never varies, but then if you ever do negotiate it that becomes a "negotiated sale" which must be disclosed. Saying it can vary and stating the range is easier, in my opinion, and draws less attention to specific cases where it was negotiated in a particular case.

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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From: Bob Deville [<mailto:bdeville@windermereocal.com>]
Sent: Thursday, June 20, 2013 10:35 AM
To: Paul Drayna; Geoff Wood
Subject: FW: UFDD for Southern California

Paul,
Just checking to be sure this has gone out

Bob Deville
Broker/Owner
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.

From: Patrick Robinson [<mailto:probinson@windermereocal.com>]
Sent: Thursday, June 20, 2013 10:40 AM
To: Bob Deville; roverbob@windermereocal.com
Subject: FW: UFDD for Southern California

Bob,
The changes include:

- The due dates for payments and reports changed from the 5th back to the 15th. That makes it easier for the Owners to get the \$\$ to us with mail time, etc.

- Page 9 includes changes to your and Bob's bio. Please look at that.
- Page 9 includes updates to the suit with Lifestyles Services and adding the 29 palms Indians suit
- Page 11 added a line about the range of prior year Initial fee range. Not sure why, but they say the range in the prior year (2012) was \$25k - \$25k.

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: Bob Deville [<mailto:bdeville@windermereocal.com>]
Sent: Friday, June 14, 2013 3:31 PM
To: Patrick Robinson
Subject: FW: UFDD for Southern California

Review and just be sure they did not change anything
We want to make sure our So CA program is in tact

Bob Deville
Broker/Owner
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.

From: Paul Drayna [<mailto:pdrayna@windermere.com>]
Sent: Friday, June 14, 2013 2:34 PM
To: Bob Deville; Patrick Robinson
Subject: UFDD for Southern California

Bob and Patrick:

Your UFDD renewal packet is going out today to the State of California for filing. We typically receive approval within two weeks. As soon as it is approved I will let you know, and upload it to the WORC site. In the mean time you can use the Northern California filing, which is already approved for this year, and which I sent Bob earlier this week. We can use that one to sign up the new San Diego office as a temporary solution until the SoCal version is ready. Be sure to have them sign the Item 23 receipt (crossing off Scott Mitchelson's name, and writing in Bob's), AS WELL AS THE DISCLOSURE OF NEGOTIATED SALES, which should be the last page of the packet.

For your internal review only, attached are PDF's of the UFDD and license agreement we sent to the state today, along with a redline version showing changes from last year. These are not to be released externally until approved by the state.

Let me know if you have any questions. I'm out next week, but will be checking email and can be reached by cell phone if there's an emergency. I'm back in the office June 24.

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 10

From: Paul Drayna <pdrayna@windermere.com>
Sent: Thursday, July 11, 2013 9:48 AM
To: Bob Deville
Cc: Patrick Robinson
Subject: FW: Santaluz License Agreement
Attachments: License Agreement 070413.pdf

Bob – here's what I sent Patrick on July 3.

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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From: Paul Drayna
Sent: Wednesday, July 03, 2013 5:57 PM
To: 'Patrick Robinson'
Cc: Lans Teal; Julia Jordan (JULIA.JORDAN@WINDERMERE.COM)
Subject: Santaluz License Agreement

Hi Patrick. Attached is the draft license agreement for the new San Diego office. As I explained before, based on the date of their Item 23 receipt, this agreement cannot be dated or signed before July 4 (and they can't cut you a check before that date either!). I have therefore dated it July 4th. They can sign it as early as tomorrow.

Lans was gone today, and I'm sorry I don't have the information you sent him previously about this company. I didn't know if Fred Schuster was going to be an owner, or just their DO. I also didn't know what the ownership percentages were going to be. I have listed Fred as an owner and left percentages blank. If that's right, just fill in the ownership percentages. If wrong, cross his name off throughout.

This was prepared using the Northern California form, as discussed before, because we are still waiting for approval on the SoCal UFDD. The idea was to use this as a stop gap. I have not modified this to reflect the fees you intend to charge, because this has to mirror what's in the NCA UFDD. July fees are not due until August 15, and I expect that long before that we will have the SCA UFDD delivered, signed, and a new license agreement signed on those terms. The intent here is to just have an agreement inked that gives them legit rights to use the WRE name until we can get the real agreement in place. So please have them sign this as is, even though it doesn't yet reflect the terms you've discussed with them. Those terms will be shown in the new SCA UFDD, and in the real license agreement they will sign ASAP. If they, or their lawyer, have any concerns about that have them call me.

I'm leaving the office now, and we are closed tomorrow and Friday. I'll be back in the office Monday. If you want changes made to this before Monday, I'll take it with me on my laptop. I'll be camping for the weekend, but should have email access the whole time, and if we urgently need to get this done before Monday I can go find a Starbucks, get on wifi and make any changes needed. It's just car camping, and we're not going far.

That's it. Have a great holiday weekend, and let me know if you need anything urgently before Monday. You can call my cell too if necessary. 206-399-6405.

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 11

original 03 Agreement

COPY

WINDERMERE REAL ESTATE SERVICES COMPANY

AREA REPRESENTATION AGREEMENT

FOR THE STATE OF CALIFORNIA

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AREA REPRESENTATION AGREEMENT

THIS AGREEMENT is to be effective as of the 15th day of MAY, 2004, between WINDERMERE REAL ESTATE SERVICES COMPANY, ("WSC"), a Washington Corporation with its principal place of business at 5424 Sand Point Way N.E., Seattle, Washington, 98105, and Windermere Services Southern California, Inc. ("WSSC" or "Area Representative"), a California corporation with its principal place of business at Palm Sprints, California.

RECITALS

A. WSC owns the Trademark and currently licenses real estate brokerage firms to use the Trademark. WSC desires to expand its operations and licenses into the Region and to have Area Representative offer licenses to use the Trademark in the Region and to administer and provide support and auxiliary services to Windermere licensees in the Region.

THEREFORE, the parties covenant and agree as set forth in this Agreement.

1. Definitions

1.1 "Continuing License Fees" shall refer to the ongoing percentage-based fees paid by licensees on a monthly basis.

1.2 "Gross License Fees" shall mean 100% of the license fees paid by licensees in the Region.

1.3 "Initial License Fees" shall refer to the one-time, lump sum license fees paid by licensees upon the execution of a license agreement.

1.4 "Principals" shall mean the shareholders of Area Representative which at the date of execution of this Agreement are as follows:

Name	% Ownership
Bob Deville	% 50
Bob Bennion	% 50

1.5 "Region" shall mean the State of California.

1.6 "Trademark" shall mean the trade names "Windermere Real Estate", "Windermere" and variations of those names, and all trademarks, service marks, related symbols and logotypes, owned by WSC and used in connection with real estate brokerage services and activities and licensing activities, together with all related names, marks and symbols used in connection with these activities.

1.7 "Windermere System" shall mean the standards, methods, procedures, techniques, specifications and programs developed by WSC for the establishment, operation and promotion of independently owned real estate brokerage offices, as those standards, methods, procedures, techniques, specifications and programs may be added to, changed, modified, withdrawn or otherwise revised by WSC. These programs include without limitation the Windermere Foundation, Windermere Personal Marketing Programs, Premier Properties Program, Windermere Retirement Plan for Real Estate Salespersons and Windermere salesperson educational formats and outlines.

2. Grant of Area Representation Rights.

WSC hereby grants to Area Representative, and Area Representative hereby accepts the non-exclusive right to offer Windermere licenses to real estate brokerage businesses to use the Trademark and the Windermere System in the Region in accordance with the terms of the Windermere License Agreement. Area Representative agrees not to make or authorize any use, direct or indirect, of the Trademark for any other purpose or in any other manner. Licenses offered will in all cases be subject to the approval of WSC and will be granted and issued by WSC to the licensee.

Area Representative agrees that during the entire term of this Agreement, including the period of notice of expiration of the term, Licensee will in good faith actively and with Area Representative's best efforts engage in the business described herein using the Trademark, and will not, either directly or indirectly, (i) engage in any other competing activity or (ii) sell all or any part of Area Representative's business or operating assets to a person or entity engaged in a competing real estate brokerage and/or franchising business.

3. Administration of Windermere System.

WSC hereby delegates to and Area Representative hereby assumes the responsibility for the administration and supervision of the use and display of the Trademark by licensees in the Region, and of the use by them of the Windermere System in the Region and the provision of support and auxiliary services to Windermere licensees in the Region in accordance with this Agreement and the policies and guidelines enunciated from time to time by WSC. Area Representative's responsibilities will include marketing Windermere licenses in the Region; establishing and operating a training, education and professional development program for licensees under the License Agreement and for their respective salespersons; implementing the intra-system referral program; offering Windermere marketing programs and Premier Properties Programs; making available samples of Windermere forms and listing and marketing materials; administering, collecting and remitting contributions to the Windermere Foundation; monitoring licensees' compliance with the errors and omissions and general liability insurance requirements; and coordination of advertising and public relations.

In addition, Area Representative's responsibilities will include the responsibility to receive, collect, account for all license fees, administrative fees, Advertising Fund contributions, and other amounts due under license agreements in the Region, and to remit to WSC its share of such fees. It will be Area Representative's responsibility to monitor and see that its licensees in the Region comply with and conform to the policies and guidelines enunciated by WSC, including those pertaining to the use of the Trademark, the use and display of the Trademark in accordance with standard or authorized formats, the quality of the image projected by licensees and the nature, type and quality of the services offered by licensees.

Area Representative agrees to give prompt, courteous and efficient service, and to be governed by the highest ethical standards of fair dealing and honesty when dealing with the public and all members of the Windermere System in order to preserve and enhance the identity, reputation, quality image and goodwill built by WSC and the value of the Trademark. Area Representative will comply with all

applicable and valid laws and regulations in the conduct of its business.

Area Representative agrees at its expense to have and maintain during the term of this Agreement adequate personnel and resources available to market and service the Trademarks and services and administer the Windermere System in the Region in accordance with the terms and provisions of this Agreement.

WSC will provide to Area Representative initial training for its personnel and will provide servicing support in connection with the marketing, promotion and administration of the Trademark and Windermere System. Specifically, WSC will make available to Area Representative its key people to the extent necessary to assist Area Representative in carrying out its obligations as set forth in this Agreement. WSC will bear the salary costs for its personnel in connection therewith; however, travel and out of pocket expenses for WSC personnel will be reimbursed by Area Representative.

4. Term and Termination.

4.1 General. The parties approach the Transaction with optimism for its success, but recognize that its success depends on a successful and mutually consensual relationship which in turn depends on many intangibles such as philosophies of the parties and interrelationships of the principals of each party. The term of this Agreement shall commence with the "Effective Date" of the Agreement and continue until it is terminated as follows:

(a) At any time by mutual written agreement of the parties.

(b) By either party upon one hundred eighty (180) days written notice to the other party.

(c) By either party upon ninety (90) days written notice to the other party; provided that such termination shall be limited to termination for cause based upon a material breach of the Agreement described in the notice and not cured within the ninety (90) day period. The parties pledge to deal with one another in good faith and each party agrees to give the other reasonable notice and

opportunity to cure any real or perceived default or misperformance or malperformance on either party's part.

(d) By either party without giving prior notice if the other party (i) is adjudicated bankrupt or insolvent, (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of its business, (iii) voluntarily abandons its Franchise or licensing business, or (iv) is (or its principals are) convicted of or pleads guilty or no contest to a charge of violating any franchise laws and regulations and/or any real estate licensing laws and regulations.

4.2 Termination Obligation. In the event either party elects to terminate the Agreement as provided in § 4.1 (b) above (the "Terminating Party"), it is agreed that the other party (the "Terminated Party") will be paid an amount equal to the fair market value of the Terminated Party's interest in the Agreement (the "Termination Obligation"), in accordance with the provisions of this Agreement. The fair market value of the Terminated Party's interest in the Agreement will be determined by mutual agreement of the parties or, if unable to reach agreement, by each party selecting an appraiser and the two appraisers selecting a third appraiser. The fair market value of the Terminated Party's interest will be determined by the appraisers without consideration of speculative factors including, specifically, future revenue. The appraisers shall look at the gross revenues received under the Transaction during the twelve months preceding the termination date from then existing licensees that remain with or affiliate with the Terminating Party. The median appraisal of the three appraisers shall determine price, and each party agrees to be bound by the determination.

There will be no Termination Obligation if the termination by the Terminating Party is made in good faith based upon the material breach of the obligations of the Terminated Party under this Agreement continuing after reasonable notice and opportunity to cure.

4.3 Payment. The Termination Obligation shall be paid in monthly installments solely from Continuing License Fees described below, until paid in full. Monthly installments in an amount equal to twenty-five percent (25%) of the Continuing License Fees, if any, received by the terminating Party from licensees in the

Region existing at the termination date and remaining with or affiliating with the Terminating Party. The monthly payments will be made on the twenty-fifth day of the month following the receipt of the revenues, commencing with the twenty-fifth day of the month following the first full calendar month after the determination of the Termination Obligation. The parties acknowledge that the Termination Obligation is not a purchase transaction but, rather, constitutes a payment of the agreed "run-off" entitlement of the Terminated Party and for tax purposes will be expensed by the Terminating Party and recognized as income by the Terminated Party. The parties acknowledge that this provision has been specifically negotiated, and both parties agree that it constitutes a reasonable and fair liquidated amount as of the date of execution of this agreement.

4.4 No Other Obligation. Except as specifically provided herein neither party will owe any obligation to the other following termination of the Agreement, except for final accounting and settlement of any previously accrued license fees, and excluding any accrued claim for damages and associated attorneys' fees and costs, or otherwise arising by law. In the event of a termination Area Representative will have no interest in the name or Trademark and will discontinue all use of the names and Trademarks, but otherwise will not be bound by any non-competition covenant.

5. Anticipated Effective Date.

The parties desire the Effective Date of the transaction contemplated by this Agreement to be January 1, 2004 and the parties will use their best efforts to comply with all legal and regulatory requirements so as to permit commencement of the Agreement on that date. In the event the parties are unable to meet that effective date it will be as soon thereafter as is possible and mutually agreed by the parties.

6. Retention of Proprietary Interest in Name and Trademark.

Exclusive ownership of the proprietary rights in and to the Windermere Real Estate tradename and Trademarks shall be retained by WSC and the use thereof by Area Representative is by the license granted by WSC under this

Agreement and shall be in accordance with the terms of this Agreement. WSC will have the sole right to file, in its own name, all state and federal trademark and service mark registrations for the Trademark. In the event of a termination of this Agreement for any reason Area Representative will change its name to a name not containing any reference to Windermere or Windermere Real Estate and will discontinue all use or reference to the tradename and Trademark.

7. Franchise Registration or Compliance.

The parties will promptly and diligently commence and pursue the preparation and filing of all Franchise registration statements, disclosure statements, or applications required under the laws of the state of California and/or the United States of America. WSC will be responsible for any registration filing fee and for all legal expenses incurred in the revision and registration of all required disclosure documents, except that Area Representative will pay the cost of its own legal services in connection with review and cooperative efforts in the registration and the preparation of this and other related agreements or documents. The parties will jointly maintain the registration or disclosure documents and all necessary amendments, updates and/or applications for renewal, each bearing their respective costs of preparation of necessary and required audited financial statements. Required audited financial statements shall be provided to WSC not later than March 1 of each year, beginning March 1, 2005.

8. Terms of Licensees' Agreements.

Licenses will be offered to licensees in the Region, other areas or jurisdictions initially for an initial fee of \$15,000.00 (which amount will be subject to prospective change by WSC) and a continuing license or royalty fee of either five percent (5%) of the gross sales commissions ("Gross Commission Income") earned and received by the licensee, or a fixed dollar amount per agent per month. In addition licensees in the Region will be required to pay additional fees as set forth in WSC's Uniform Franchise Offering Circular (UFOC) as currently on file with the State of California, and as revised from time to time.

9. **Area Representation Fee.**

Initial Fees. Due to the special circumstances of this offering, Area Representative will not be required to pay any initial fee for its Area Representation rights.

10. **Payment, Collection and Allocation of License Fees.**

The license fees (initial and continuing) as well as all additional fees will be paid by the licensees in the Region to Area Representative which will have responsibility for collecting the fees and any applicable late charges and interest and accounting for them to and for the mutual benefit and account of Area Representative and WSC. Area Representative will provide monthly reports to WSC in a form and format acceptable to WSC. WSC will have the right at reasonable times to inspect, review and copy the books and records of Area Representative. Area Representative will pay WSC 50% of the initial and continuing license fees received by it in cash from a licensee under a License Agreement, as follows. By the 22nd day of each calendar month, Area Representative will pay WSC its 50% share of fees received in cash from licensees that month. Payment will be accompanied by a report showing the source and amount of fees received by Area Representative from each licensee, and by the report provided by the licensee showing its calculation of the percentage fees remitted.

11. **Administration Fee.**

All licensees in the Region will pay a monthly "Administration Fee" as set forth in the UFOC, and the license agreements executed by each licensee. The Administration Fee shall be one of the additional fees collected by Area Representative and forwarded in full to WSC. WSC may in its discretion use the Administration Fees collected in the Region for any purpose in WSC's sole discretion.

12. **Windermere Foundation.**

All licensees in the Region and their respective licensed sales agents will participate in the Windermere Foundation program on the same basis as other WSC licensees and their respective sales agents. Area Representative

will implement the Windermere Foundation program with the licensees under this Agreement and their respective sales agents, in accordance with the written guidelines established by WSC or the Windermere Foundation from time to time and applicable and applied consistently to all WSC licensees and their respective licensed sales agents. Under the current program, each sales agent licensed with a WSC licensee contributes \$7.50 for each real estate sales transaction (listing or selling side) in which the sales agent is involved, to the Windermere Foundation. Sales transactions for which a contribution to the foundation needs to be made do not include a licensee's outgoing referral transactions. The amount of the contribution is subject to change from time to time.

WSC shall cause the Windermere Foundation to expend the contributions received by it from the Region, less a portion of the Foundation's administration expenses, on programs presented or conducted by the Windermere Foundation in the Region, in affiliation with Area Representative. The time and amount expended and the programs and location and method of presentation shall be determined by the Windermere Foundation in cooperation with WSC and Area Representative. All such activities, programs and expenditures must be consistent with the Foundation's Bylaws and Articles of Incorporation, must not disqualify the Windermere Foundation for tax exempt treatment for income tax purposes, and may not violate any other applicable state or federal laws.

13. Technology Fees

Licensees in the Region shall pay Technology Fees in an amount determined by WSC, and as disclosed in the UFOC and the license agreements executed by each licensee. Area Representative shall be responsible for collecting all Technology Fees in the region, as one of the additional fees collected by Area Representative and forwarded in full to WSC. The Technology Fee is intended to support the operation and development of WSC's technology systems, including without limitation the public web site operated at www.windermere.com, as well as the Windermere Online Resource Center Intranet system (WORC site). Area Representative acknowledges that features available in and for the Region may be limited due to the currently small number of Windermere licensees in the Region. It is anticipated that technology services available for the Region will expand with the number of licensees. However,

such expansion will be time and cost-intensive, and may require the imposition of additional or increased Technology Fees to fund such development. Area Representative agrees to cooperate with WSC in establishing and implementing a technology strategy for the Region, and in financing the development of technology tools for the Region through increased contributions from Area Representative and/or its licensees in such amounts as determined by WSC and Area Representative.

14. No Exclusive Territory.

The license granted herein is a non-exclusive license to market and service the Trademark and the Windermere System to franchisees and prospective franchisees in the Region. WSC intends to have more than one representative for the Region, and does not intend to assign any representative any particular area or territory. At the time that this Agreement is executed Area Representative has been assigned responsibility for (and the right to collect fees from) the specific franchisees identified in Exhibit A. Additional offices may be added, and offices may be transferred to other representatives, at any time by WSC in WSC's sole judgment. Area Representative agrees to cooperate with WSC in this regard.

Area Representative shall establish and maintain an office in a location to be mutually determined by Area Representative and WSC. Area Representative must receive WSC's permission before opening additional branch offices or relocating any office, but is not restricted from seeking new franchisees from any specific geographical area. Likewise, other representatives in the Region will be free to solicit new franchisees in areas serviced by Area Representative. WSC will determine in its discretion which representative will service each franchisee in the Region, and explicitly reserves the right to reassign franchisees to a different representative at any time in WSC's sole business judgment.

15. Relationship of Parties.

Area Representative will be an independent contractor responsible for exercising full control over the internal management and day-to-day operations of its business and the administration of the Windermere System in the Region. The Agreement does not and will not create a relationship

of principal and agent, joint venture or partnership. Each party will be fully responsible for its own actions and each will agree to indemnify one another for any and all liability incurred by one by virtue of or arising out of the acts of the other. Each party will agree to obtain and keep in force comprehensive general liability insurance, automobile liability insurance and any other insurance required by law, with policy limits in amounts approved by WSC.

16. No Restriction - WSC.

Nothing contained in this Agreement shall be construed to limit the freedom and flexibility of WSC to sell itself or its assets, merge or discontinue business or to liquidate or dissolve.

17. Non-Transferability / Personal Responsibility of Principals / Modifications to Organizational Documents

a. The composition, principals and management of Area Representative has been an essential factor in the determination of WSC to enter into this Agreement. Accordingly the Agreement and Area Representative's rights under the Agreement are non-transferable without the express written consent of WSC, which may be withheld in WSC's sole discretion. Any change of the ownership of Area Representative to ownership outside the group of Principals identified in §1.4 shall be considered a transfer or assignment for this purpose, and a breach of this Agreement.

b. The Principals of Area Representative identified above in §1.4 shall be at all times actively and personally involved in the operation of Area Representative's business, and shall be personally responsible for discharging all duties of the Area Representative set forth herein. In the event any individual Principal identified herein dies, becomes permanently disabled, or ceases to be actively involved in the operation of Area Representative's business, WSC may terminate this Agreement with cause.

c. A copy of Area Representative's organizational document(s) are attached hereto as Exhibit B. Said documents were reviewed and approved by WSC as a pre-condition of the granting of this Agreement, and may not be modified without WSC's prior permission. A violation of

this provision shall be grounds for WSC to terminate this Agreement with cause.

18. Entire Agreement.

This Agreement constitutes the entire understanding of the parties and shall be subject to modification or change only in writing and signed by all of the parties.

19. Waiver. The waiver of any breach or default under this Agreement will not constitute a waiver of any other right hereunder or any subsequent breach or default.

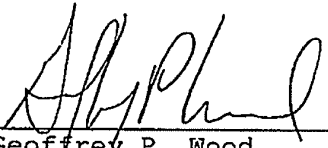
20. Arbitration. Except for equitable or injunctive relief involving intellectual property rights, the parties hereto shall submit any other dispute or controversy arising out of or related to this Agreement to binding arbitration before the American Arbitration Association pursuant to the rules of the American Arbitration Association. The decision by the arbitrators shall be binding and conclusive upon the parties, and they shall comply with such decision in good faith, and each party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment with respect to the decision of the arbitrators hereunder. The institution of any arbitration proceeding hereunder shall not relieve either party of its obligations hereunder.

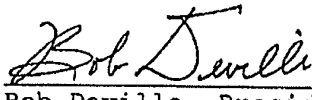
21. Attorney's Fees and Costs.

Should any party institute legal proceedings to enforce the terms and conditions of this Agreement or its rights hereunder, the substantially prevailing party shall be entitled to recover all of its reasonable expenses, including attorney fees, court costs and other expenses reasonably and necessarily incurred in connection with such proceedings and any appeal.

WINDERMERE REAL ESTATE
SERVICES COMPANY

AREA REPRESENTATIVE

By 
Geoffrey P. Wood
Chief Executive Officer

By 
Bob Deville, President

Date: 5/1/04

Date: 5-1-04

EXHIBIT A
LIST OF LICENSEES TO BE SERVICED BY AREA REPRESENTATIVE
AND SPECIAL FEE ARRANGEMENTS

<u>Carlsbad/San Diego</u>	Email: <u>carlsbad@windermere.com</u> Phone: (760) 434-4340	Carlsbad/San Diego 355 Carlsbad Village Drive Carlsbad, CA. 92008
<u>Desert Hot Springs</u>	Email: <u>coachellavalley@windermere.com</u> Phone: 760-329-3130	Desert Hot Springs 66337 Pierson Blvd. Desert Hot Springs, CA. 92240
<u>Escondido</u>	Email: <u>escondido@windermere.com</u> Phone: 760-291-1000	Escondido 100 South Escondido Blvd. Escondido, CA. 92025
<u>La Quinta</u>	Email: <u>coachellavalley@windermere.com</u> Phone: 760-564-9685	La Quinta 47-250 Washington Street Ste B La Quinta, CA. 92253
<u>Palm Springs</u>	Email: <u>coachellavalley@windermere.com</u> Phone: 760-327-3990	Palm Springs 850 N Palm Canyon Dr. Palm Springs, CA. 92262
<u>Rancho Mirage</u>	Email: <u>coachellavalley@windermere.com</u> Phone: 760-770-6801	Rancho Mirage 36101 Bob Hope Drive, Suite F-2 Rancho Mirage, CA. 92270
<u>Solana Beach</u>	Email: <u>solana@windermere.com</u> Phone: 858-794-5900	Solana Beach 514 Via de la Valle #102 Solana Beach, CA. 92075

1. San Diego Branches

Effective January 1, 2004, the San Diego offices will be part of Area Representative's Southern California (SCA) region. Windermere Services Northern California, Inc., the Area Representative for Northern California (NCA) will receive one half of license fees generated by the Carlsbad, Escondido and Solana Beach offices until it has received \$35,000 or January 1, 2006 whichever comes first.
 (Example: \$1,000 income -- \$500 to WSC; \$250 to Area Representative and \$250 to NCA).

2. Coachella Valley Offices Licensing Fees

Area Representative will retain fifty percent (50%) of all licensing fees generated by the Coachella Valley offices beginning January 1, 2004 with the exception of the Palm Springs office which will begin on July 1, 2004.

3. Other Initiation Fees and Licensing Fees

Area Representative and WSC will share all initiation and licensing fees equally for all future Windermere offices in the SCA region.

It is understood that collection of fees will be the responsibility of Area Representative, but Area Representative will not be responsible for payment of uncollectable fees.

4. Administrative Fee

Administrative Fees are currently assessed on a \$25.00 per agent per month basis. The Administrative Fees generated in the State of California will be applied to the region from which the fees were collected with the following exception:

4.1 For the period between 1/1/04 to 12/31/05:

- a. All NCA fees will be applied to the Stanford Cup expenses
- b. Fees generated from 89 SCA agents will be applied to Stanford Cup expenses.
- c. As of 1/1/04 the fees being applied from SCA agents to the Stanford Cup expenses will be reduced by any increase in the NCA agent base of 197. (Example: If agent base in NCA is 197 on 1/1/04 and 200 on 2/1/04, then only fees from 86 agents in SCA will be applied to the NCA Stanford expenses in February.)
- d. SCA participation in Stanford Cup expenses will never exceed 89 agents even if the NCA agent base drops below 197; therefore, the maximum SCA participation in each year would be \$26,700.

4.2 For the period 1/1/06 forward:

100% of SCA fees will be retained for SCA regardless of the NCA agent base.

4.3 Administrative Fee increases:

Administrative Fees are currently set at \$25.00. In the event SCA increases Administrative fees for any reason, 100% of any increased amount shall be retained for SCA. (Example: SCA increases fee to \$45.00: \$20 difference is retained by SCA and \$25.00 is applied to any fees being allocated to NCA.)

4.4 1/1/04: Initial SCA Administrative Fee Pool:
Starting 1/1/04, Administrative Fees from the first 89 SCA agents each month will be divided as set forth herein. Administrative Fees for any additional agents in the SCA area will be credited to the SCA Administrative Fund.

4.5 Accounting
Administrative fees accounting records will be maintained by Windermere Services (WSC). Agent numbers used will be as reported monthly to WSC on the Month End Statistical and Fee Calculation Form.

All fees are paid one month in arrears. For example, fees accrued in January 2004 were paid in February 2004. Accordingly all references in this Agreement to fees for any specified month or period shall be interpreted to mean fees accrued during such time, but paid a month later.

EXHIBIT B
AREA REPRESENTATIVE'S
APPROVED ORGANIZATIONAL DOCUMENTS

EXHIBIT 12

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF BUSINESS OVERSIGHT

Ensuring a fair and secure financial services marketplace for all Californians



Jan Lynn Owen
Commissioner of Business Oversight
San Francisco, California

JUL - 5 2013

IN REPLY REFER TO:
FILE NO: 995-3598

Mr. Paul S. Drayna
5424 Sand Point Way NE
Seattle, WA 98105

Applicant: Windermere Real Estate Services Company (Southern California)

Dear Mr. Drayna:

We are enclosing the Order issued in the above-entitled matter. The registration of the franchise identified in the application filed on June 17, 2013, of the above referenced applicant is effective as of the date hereof.

The registration of the offer and sale of franchises requested in the application filed on June 17, 2013, is effective until April 20, 2014.

Please note that pursuant to section 31121, a registration renewal application must be filed no later than 15 business days prior to the expiration of the registration.

There is no stop order in effect pursuant to section 31115 of the Franchise Investment Law.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rafael Lirag", is located below the "Sincerely," text.

Rafael Lirag
Senior Corporations Counsel
Securities Regulation Division
415-972-8576

Enclosure

1515 K Street, Suite 200
Sacramento, CA 95814-4052
(916) 445-2705

One Sansome Street, Suite 600
San Francisco, CA 94104-4428
(415) 972-8565

320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

1350 Front Street, Room 2034
San Diego, CA 92101-3697
(619) 525-4233

1810 13th Street
Sacramento, CA 95811
(916) 322-5966

45 Fremont Street, Suite 1700
San Francisco, CA 94105
(415) 263-8500

300 S. Spring Street, Suite 15513
Los Angeles, CA 90013
(213) 897-2085

7575 Metropolitan Drive, Suite 108
San Diego, CA 92108
(619) 682-7227

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF BUSINESS OVERSIGHT

File No. 995-3598

Applicant: Windermere Real Estate Services Company (Southern California)

ORDER
DESIGNATING REGISTRATION PERIOD

The registration of the offer and sale of franchises requested in the application
filed on June 17, 2013 will terminate on April 20, 2014.

Dated: San Francisco, California

JUL - 5 2013



Jan Lynn Owen
Commissioner of Business Oversight

By Rafael Lirag
Rafael Lirag
Senior Corporations Counsel

EXHIBIT 13

No. 2761 Date 03/19/2014				
\$ 553.81				
Pay to the Order of Windermere Services Company				
Five hundred fifty-three and 81/100 ***** Dollars				
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Windermere Services Company 5424 Sandpoint Way NE Seattle, WA 98105 </div>				
Address				
Memo Inv 05-SERV106				
Expenses	\$553.81	Items	\$0.00	<input type="checkbox"/> To be printed
Account	Amount	Memo		
66080 · legal & professional...	497.50			
64005 · office expense	56.31			

EXHIBIT 14

Windermere Services Company

5424 Sand Point Way NE
 Seattle, WA 98105
 Tel #: 206-527-3801
 Fax # 206-394-5900
 Contact: Rose Hardiman

November 2004 Owner's Bill

Please Make Check Payable to Windermere Services Company
 and remit to the address listed above by January 15, 2005

Invoice Number 14716

Group Southern CA Services

Office Name	Date	Name	Item	Qty	Amount	Sales Tax	Total
Southern CA Services		Bob Bennion	2005 Owners Retreat Reg. Fee		\$495.00	\$0.00	\$495.00
Southern CA Services		Bob Deville	2005 Owners Retreat Reg. Fee		\$495.00	\$0.00	\$495.00
Office Total					\$990.00	\$0.00	\$990.00
					\$990.00	\$0.00	\$990.00
					1098		
					990.00		

Windermere Services Southern California, Inc.

Windermere Services Company
 60170 - owner's retreat

registration fee x 2

1/24/2005

cash in bank 3948 inv #14716 - November

990.00

PAYMENT
 RECEIVED

EXHIBIT 15

Windermere Services Company

5424 Sand Point Way NE
 Seattle, WA 98105
 Tel #: 206-527-3801
 Fax #: 206-394-5900
 Contact: Rose Hardiman

December 2004 Owner's Bill

Please Make Check Payable to Windermere Services Company
 and remit to the address listed above by February 15, 2005

Invoice Number 14874

Group Windermere Services Southern CA

Office Name	Date	Name	Item	Qty	Amount	Sales Tax	Total
Windermere Services S		Office	B Feldman's airfare to Palm Springs		\$598.30	\$0.00	\$598.30
Windermere Services S		Office	Blue Boxes sent to prospective owner-Berkowitz-4/6		\$20.00	\$0.00	\$20.00
Windermere Services S		Office	Blue Boxes sent to prospective owner-Kaigher-12/9		\$50.00	\$0.00	\$50.00
Windermere Services S 12/15/200		Office	D Peterson's mileage to Seatac for trip to San Die		\$15.00	\$0.00	\$15.00
Windermere Services S		Office	M Fanning's airfare/meals/parking/mileage for Palm		\$630.32	\$0.00	\$630.32
Office Total					\$1,313.62	\$0.00	\$1,313.62
Group Total					\$1,313.62	\$0.00	\$1,313.62

Tuesday, January 11, 2005

02/14/2005 05:38 7606743453

WRE IW

PAGE 01/02

Windermere
Indian Wells

REC'D FEB 15 2005

Date: 2-14-05 Time: _____ No. of Pages: 2 (incl. cover)
Attention: BOB DEVILLE Company: _____
Fax: 773-3959 Phone: _____
From: Tadul
Re: social Services

MESSAGE:

for your review
and approval ?

[Signature]

Windermere Services Southern California, Inc.

1121

Windermere Services Company	3/1/2005	
60080 · travel	feldman to PS	598.30
60080 · travel	dpeterson to SD	15.00
60080 · travel	fanning to PS & SD	630.32
64000 · office supplies	blue boxes	70.00

PAYMENT
RECORD

cash in bank 3948 december Owner's Bill

1,313.62



CHARGES TO BILL



EXHIBIT 16

Windermere Services Company

5424 Sand Point Way NE
 Seattle, WA 98105
 Tel #: 206-527-3801
 Fax #: 206-394-5900

Contact: Rose Hardiman

January 2005 Owner's Bill

Please Make Check Payable to Windermere Services Company
 and remit to the address listed above by March 15, 2005

Invoice Number 15032

Group Windermere Services Southern CA

Office Name	Date	Name	Item	Qty	Amount	Sales Tax	Total
Windermere Services S	12/15/200	Office	D Peterson's airfare/parking for San Diego trip		\$423.98	\$0.00	\$423.98

Office Total

Group Total

Windermere Services Southern California, Inc.

Windermere Services Company
 60080 - travel
 dpeterson to SD

3/1/2005

1122

423.98

Friday, February 11, 2006

cash in bank 3948 ian owner's bill

423.98

PAYMENT
 RECEIVED


**Corporate Card
Statement of Account**
**Sign-up For Online
Statements**
www.americanexpress.com/checkyourbill

 Prepared For
**DIANE PETERSON
WINDERMERE**

 Account Number
3796-057789-21006

 Closing Date
12/30/04

Page 1 of 3

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$
319.07	12,267.46	0.00	319.07	0.00	12,267.46

For important information regarding your account refer to page 2.

Please submit all outstanding expenses.

Contact us at www.americanexpress.com/checkyourbill or call Customer Service at 1-800-528-2122.
Activity

Date reflects either transaction or posting date

Card Number 3796-057789-21006

		Reference Code	Amount \$
12/14/04	PAYMENT RECEIVED THANK YOU 12/14	07502000000	-319.07
12/08/04	ALASKA AIRLINES WEB-ALASKAAIRWA 12/07	06000050000	411.20
	TKT# 0272120616779 PASSENGER TICKET PETERSON, SDIANE ALASKA AIRLINES ALASKA AIRLINES INC. WEB-ALASKAAIR WA FROM SEATTLE WA TO SAN DIEGO CA CARRIER CLASS AS OA TO SEATTLE WA AS BA		0
12/08/04	DOUBLETREE HOTEL PORTLAND OR 1555-0001 LODGING 12/07/04 ARRIVAL DATE DEPARTURE DATE # OF NIGHTS 12/06/04 12/07/04 01		11.95
12/09/04	MASTERPARK C SEATAC WA 200027934 PARKING LOTS & GARAGES 12/07/04 PARKING LOTS & GARAGES FOR CUSTOMER SERVICE CALL 206-4449200	00200027934	23.39
12/17/04	MASTERPARK C SEATAC WA 000029723 PARKING LOTS & GARAGES 12/15/04 PARKING LOTS & GARAGES FOR CUSTOMER SERVICE CALL 206-4449200	00000029723	12.78

its
ts

Please fold on the perforation below, detach and return with your payment

Payment Coupon

 Account Number
3796-057789-21006

**DIANE PETERSON
WINDERMERE
5424 SANDPOINT WY NE
SEATTLE WA 98105-2941**
**Total Amount Due
\$12,267.46**

Continued on Page 3

Payable upon receipt in U.S. Dollars.

Please enter account number on all checks and correspondence.

Checks or drafts must be drawn against banks located in the U.S.

Check here if address, telephone number, or e-mail address has changed. Note changes on reverse side.

Mail Payment to:

 AMERICAN EXPRESS
 PO BOX 360001
 FT LAUDERDALE FL 33336-0001

0000379605778921006 001226746001226746 30HH

EXHIBIT 17

Windermere Services Southern California, Inc.

1101

The Valley Chronicle
60010 · advertising

6/7/2005

950.00

admin account 45 04100371-000

950.00

Windermere Services Southern California, Inc.

1101

The Valley Chronicle
60010 · advertising

6/7/2005

950.00

admin account 45 04100371-000

950.00

● (3)
6/10/08 (copy)

●

06/03/2005 16:45 7605649686
 06/03/2005 04:30 7607764618

WINDERMERE
 WRE/SERVICES

PAGE 02/02
 PAGE 02/02

Advertising Invoice/Statement

The Valley Chronicle
 395 East Latham
 Hemet, CA 92543
 Phone: (951) 652-6529
 Fax: (951) 652-4009

184

Windmere Services
 Southern California Inc.
 74-850 Highway 111
 INDIAN WELLS, CA 92210

Customer : 04100371-000
 Phone : (760)340-9253
 Date : 05/31/05
 Page : 1

Date	Reference #	Type	Description	Runs	Lines	Inches	Total
05/06/05	04517306-001	I	Real Estate	1		23.00	950.00

recruitment for new owners

per BD

*6/3/05 OK to pay -
 Paige*

Remarks

Now on FRIDAYS! Reaching 100,000 readers

Sub Total: 950.00

Discounts: 0.00

Total Due: 950.00

Current	950.00	1-30	0.00	31-60	0.00	61-90	0.00	91+	0.00
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EXHIBIT 18

Windermere Services Southern California, Inc.

The Press-Enterprise
60010 · advertising

owner recruitment

6/24/2005

1106
2,771.88

admin account 45 55987382 acct 18017

2,771.88

Windermere Services Southern California, Inc.

The Press-Enterprise
60010 · advertising

owner recruitment

6/24/2005

1106
2,771.88

admin account 45 55987382 acct 18017

2,771.88

●
BINDER CLIP

●

THE PRESS-ENTERPRISE
Inland Southern California's Newspaper

③ REMITTANCE ADDRESS
POST OFFICE BOX 12009
RIVERSIDE, CA 92502-2209
FAX (951) 368-9015

Classified Statement/Invoice

① BILLING PERIOD 05/01/05 - 05/31/05 ② ADVERTISING/CLIENT NAME WINDERMERE COACHELLA VALLEY
③ BILLING DATE 05/31/05 ④ FOR BILLING INFORMATION CALL (951) 368-9720 ⑤ PAGE NO 1
⑥ TOTAL AMOUNT DUE 2,771.88 ⑦ UNAPPLIED AMOUNT ⑧ TERMS OF PAYMENT 15th Of Each Month

⑨ BILLED ACCOUNT NAME AND ADDRESS

⑩ BILLED ACCOUNT NUMBER 180107 | REP NO RE22

WINDERMERE COACHELLA VALLEY
850 N PALM CANYON DR
PALM SPRINGS CA 92262

6/16/05
Rachel: The two charges below
are for owner recruitment ads
in 2 Press-Enterprise publications.
OK to pay - Paige

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

⑪ DATE	⑫ REFERENCE	⑬ DESCRIPTION-OTHER COMMENTS/CHARGES	⑭ SAU SIZE ⑮ BILLED UNITS	⑯ RATE	⑰ GROSS AMOUNT	⑱ NET AMOUNT
04/30		BALANCE FORWARD				0.00
04/28-05/01	2712354	DHS HOMES Class : 704R Ctext Ad# 6745676 Placed By : Kirk Gregor	3 Times	28 L	DLF	.00
04/29-05/01	2712355	HOMES IN PALM DESERTSPECTACULA Class : 705J Ctext Ad# 6745677 Placed By : Kirk Gregor	3 Times	53 L	DLF	.00
04/29-05/01	2712356	35230 ROSEMONT DR. Class : 702R Ctext Ad# 6745678 Placed By : Kirk Gregor	3 Times	11 L	DLF	.00
05/06-05/08	2725476	PALM SPRINGS SOPHISTICATION. Class : 705L Ctext Ad# 6770068 Placed By : Kirk Gregor	3 Times	10 L	DLF	.00
05/06-05/08	2725477	HOMES IN PALM DESERTMARRAKESH Class : 705J Ctext Ad# 6770069 Placed By : Kirk Gregor	3 Times	26 L	DLF	.00
05/06-05/08	2725478	OPEN HOUSES IN LA QUINTA BOTH Class : 702N Ctext Ad# 6770070 Placed By : Kirk Gregor	3 Times	30 L	DLF	.00
05/06-05/08	2725479	HOMES IN DESERT HOT SPRINGS BL Class : 704R Ctext Ad# 6770071 Placed By : Kirk Gregor	3 Times	34 L	DLF	.00
→ 05/07-05/07	2723248	POS. FAR FORWARD, RIGHTHAND PA CLASS 3 COLOR FULL Class : 705 Ctext Ad# 6760835 Placed By : PAIGE TYLEY	1 Time	644 L	COMD	1,461.88 585.00
→ 05/13	2721126	5/13/05 Class : 705 Ctext Ad# 6763931 Placed By : PAIGE TYLEY	1 Time	504 L	CHSM	725.00
05/13-05/15	2730318	ELEGANT & LIGHT. BRAND NEW CON Class : 704R Ctext Ad# 6782002 Placed By : Kirk Gregor	3 Times	18 L	DLF	.00
05/13-05/15	2730319	OPEN HOUSE SUNDAY, 5/15 . 12-4 Class : 702R Ctext Ad# 6782003 Placed By : Kirk Gregor	3 Times	19 L	DLF	.00
05/13-05/15	2730320	TRI-PALM ESTATES. GORGEOUS GOL Class : 704R Ctext Ad# 6782003 Placed By : Kirk Gregor	3 Times	18 L	DLF	.00

① CURRENT NET AMOUNT DUE	② 30 DAYS	③ 60 DAYS	④ OVER 90 DAYS	⑤ UNAPPLIED AMOUNT	⑥ PLEASE PAY THIS AMOUNT

THE PRESS-ENTERPRISE
Inland Southern California's Newspaper
P.O. BOX 12009
RIVERSIDE, CA 92502-2209
TELEPHONE (951) 368-9711
(951) 368-9720 • (951) 368-9713

**ADVERTISING
STATEMENT/INVOICE**

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

S&P™

⑦ STATEMENT NUMBER	⑧ BILLING PERIOD	⑨ BILLED ACCOUNT NUMBER	⑩ ADVERTISER/CLIENT NUMBER	⑪ ADVERTISER/CLIENT NAME

STATEMENT NUMBER		ADVERTISER INFORMATION		
0	BILLING PERIOD	0	BILLED ACCOUNT NUMBER	0
0		0	ADVERTISER/CLIENT NUMBER	0
			ADVERTISER/CLIENT NAME	

#2277

THE PRESS-ENTERPRISE
Inland Southern California's Newspaper

REMITTANCE ADDRESS
POST OFFICE BOX 12009
RIVERSIDE, CA 92502-2209
FAX (951) 368-9015

Classified Statement/Invoice

BILLING PERIOD 05/01/05 - 05/31/05
BILLING DATE 05/31/05
TOTAL AMOUNT DUE 2,771.88
ADVERTISING/CLIENT NAME WINDERMERE COACHELLA VALLEY
FOR BILLING INFORMATION CALL (951) 368-9720
UNAPPLIED AMOUNT 0
TERMS OF PAYMENT 15th Of Each Month
PAGE NO 3

BILLED ACCOUNT NAME AND ADDRESS

BILLED ACCOUNT NUMBER | REP NO

WINDERMERE COACHELLA VALLEY
850 N PALM CANYON DR
PALM SPRINGS CA 92262

180107

RE22

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	DESCRIPTION-OTHER COMMENTS/CHARGES	SALE SIZE Billed Units	RATE	GROSS AMOUNT	NET AMOUNT
To place a classified ad, call 800-514-SALE (7253). Your business is greatly appreciated						

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	PLEASE PAY THIS AMOUNT
2,771.88	.00	.00	.00		2,771.88

THE PRESS-ENTERPRISE
Inland Southern California's Newspaper
P.O. BOX 12009
RIVERSIDE, CA 92502-2209
TELEPHONE (951) 368-9711
(951) 368-9720 • (951) 368-9713

**ADVERTISING
STATEMENT/INVOICE**

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

S&I™

STATEMENT NUMBER	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
55987382	05/01/05 - 05/31/05	180107		WINDERMERE COACHELLA

EXHIBIT 19

From: Paul Drayna <pdrayna@windermere.com>
Sent: Wednesday, May 29, 2013 4:33 PM
To: Bob Deville
Subject: RE: Fees for 2013 UFDD

OK, that's why Geoff asked me to check. Remember that whatever we file with the state is what you need to offer everyone, unless we do another separate filing for you to use with others. Just let me know what you want.

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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From: Bob Deville [mailto:bdeville@windermereocal.com]
Sent: Wednesday, May 29, 2013 4:31 PM
To: Paul Drayna
Subject: Re: Fees for 2013 UFDD

This is totally different to what I have offered these guys
No way are we going back
Will send what we proposed with them and what we wish to move forward with

On May 29, 2013, at 4:16 PM, "Paul Drayna" <pdrayna@windermere.com> wrote:

Hi Bob. Geoff informs me that you have a prospective new franchisee. I received your audited financials from Patrick, and I'm working now on the final draft of your UFDD to send to the state for filing. Geoff wanted me to review the fees with you first. Here's what we did in Northern California this year:

INITIAL FEE: \$25,000.

ONGOING FRANCHISE LICENSE FEES: 5%, capped at \$75,000 per agent per year... BUT (this is new this year), subject to a minimum monthly ongoing franchise fee of \$2,083.33 per office per month. The concern here is that in a small office with just one big producer, the cap makes the total monthly fees from the office so low that it hardly makes sense to have the office in the system. The monthly minimum means that we earn at least \$25,000 per office per year. Still low, but better than the \$3,750 we'd make if there was just one agent who accounted for most of the business and hit the cap every year.

TECHNOLOGY: \$68/agent/month, which includes one Exchange email address @windermere.com. This was raised in anticipation of what technology will be rolling out late this year or early next, much of

72

which is built around the Exchange email system. The idea is that this monthly fee will include the agent's Windermere.com email address, and all of the tools built around it.

MARKETING: We are reinstating the \$25/ag/month marketing fee for Northern California. You haven't been charging any marketing fee for a while. Let me know if you want to reinstate yours now as well.

FOUNDATION: Unchanged. Suggested donation of \$10/side.

Give me a call to discuss these. I'll be here at least another hour today, and in all day tomorrow. If we can get the fees finalized I expect we can have your UFDD sent to the state this week. Processing time is usually two weeks or less, meaning you should be able to deliver a valid UFDD to your prospective franchisee around June 15, and they should be able to sign a franchise agreement and open their doors July 1.

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 20

From: Paul Drayna
Sent: Monday, June 24, 2013 4:49 PM
To: Bob Deville; Patrick Robinson
Cc: Lانس Teal
Subject: RE: UFDD for Southern California
Attachments: Page 95 from 2013 NCA UFDD COMPLETE 053013.pdf

Sorry, forgot attachment. Brain not quite back from vacation.

From: Paul Drayna
Sent: Monday, June 24, 2013 4:35 PM
To: 'Bob Deville'; 'Patrick Robinson'
Cc: Lانس Teal
Subject: RE: UFDD for Southern California

Hi Bob and Patrick. I am back from vacation. I saw the Item 23 receipts for the new San Diego office. They dated it June 20, which means the earliest date they can sign a franchise agreement is July 4. We'll prepare one with that date. If you want to let them open a day earlier, fine, but they can't sign the agreement before that.

There's one other detail -- I didn't get back the signed "Notice of Negotiated Sales." It's the last page of the NorCal UFDD packet, and per my email below we need that signed too. I've attached just that page. They must sign this, but they can back date it to June 20, the same date they signed the Item 23. Just gotta have this for the file. Sorry if I was unclear about this detail. Get me that ASAP, and I'll start drawing up a draft franchise agreement.

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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From: Paul Drayna
Sent: Friday, June 14, 2013 2:34 PM
To: Bob Deville; 'Patrick Robinson'
Subject: UFDD for Southern California

Bob and Patrick:

Your UFDD renewal packet is going out today to the State of California for filing. We typically receive approval within two weeks. As soon as it is approved I will let you know, and upload it to the WORC site. In the mean time you can use the Northern California filing, which is already approved for this year, and which I sent Bob earlier this week. We can use that one to sign up the new San Diego office as a temporary solution until the SoCal version is ready. **Be sure to**

have them sign the Item 23 receipt (crossing off Scott Mitchelson's name, and writing in Bob's), AS WELL AS THE DISCLOSURE OF NEGOTIATED SALES, which should be the last page of the packet.

For your internal review only, attached are PDF's of the UFDD and license agreement we sent to the state today, along with a redline version showing changes from last year. These are not to be released externally until approved by the state.

Let me know if you have any questions. I'm out next week, but will be checking email and can be reached by cell phone if there's an emergency. I'm back in the office June 24.

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 21

From: Bob Deville
Sent: Tuesday, June 25, 2013 3:38 PM
To: 'Geoff Wood'
Subject: RE:

Aloha

Bob Deville
Broker/Owner
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.

From: Geoff Wood [mailto:gwood@windermere.com]
Sent: Tuesday, June 25, 2013 12:41 PM
To: Bob Deville
Cc: Paul Drayna
Subject: RE:

Makes sense. GW

From: Bob Deville [mailto:bdeville@windermereocal.com]
Sent: Saturday, June 22, 2013 6:48 AM
To: Geoff Wood
Subject: RE:

Aloha

How about if we give them 12 months and just add a month to the breakdown.
Instead of 2 months and then jumping up a percentage give it three months—that make sense
Bob D

Hi Bob,

I'm OK with it. How would the ramp up look?

Geoff

From: Bob Deville [mailto:bdeville@windermereocal.com]
Sent: Wednesday, June 19, 2013 5:35 PM
To: Geoff Wood
Subject:

Hello Geoff,

Would you be agreeable to give the San Diego Guys that are coming over from Real Living a ramp up on their fees for 12 months instead of eight.

The tech fees would remain the same but the other would go a very long way with them.

We really are not talking about that much anyway for their first 12 month being new in the business.

Bob D

Bob Deville
Broker/Owner
Windermere Real Estate Southern California
A Division of Bennion & Deville Fine Homes, Inc.

EXHIBIT 22



July 30, 2013

Mr. Geoffrey P. Wood
CEO
Windermere Real Estate Services Company
5424 Sand Point Way NE
Seattle, WA 98105

Mr. Bob Deville
Owner/President
Windermere Services Southern California
71-691 Highway 111
Rancho Mirage, California 92270

Re: *Franchise License Agreement*

Dear Sirs:

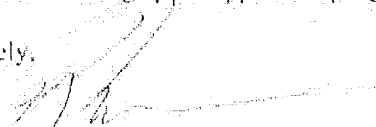
Enclosed please find the executed Franchise License Agreement dated July 30, 2013.

As agreed, the enclosed agreement cancels and supersedes the Franchise License Agreement dated July 4, 2013 entered into with Windermere Real Estate Services Company (WSC).

Furthermore, we would like to confirm that there are no outstanding amounts due to WSC under the Franchise License Agreement dated July 4, 2013.

Please acknowledge your approval by signing below.

Sincerely,


Richard Johnson

Approved by:

 8/1/13
Geoffrey P. Wood Date

 7-31-13
Bob Deville Date

c: Brian Gooding
Fred Schuster



FRANCHISE LICENSE AGREEMENT

1. Date of this Agreement:	July 30, 2013	
2. Licensee's Legal Name	San Diego Homes and Estates, Inc., a California corporation	
3. Business Name as shown on Real Estate License	Windermere Homes and Estates	
4. "Common Name" and Address of Main Office	Santaluz 14677 Via Bettona, Suite 120 San Diego, CA 92127	
5. "Common Name" and Address of Branch Office(s)	Rancho Bernado 16783 Bernado Center Dr, Building B San Diego, CA Del Mar 915 Camino Del Mar, Suite 150 Del Mar, CA Carlsbad 6941 El Camino Real, Suite D-107 Carlsbad, CA	
6. Principals of Licensee	Name	% Owned
	Brian Gooding	50%
	Rich Johnson	50%
7. Projected Date that Licensee will commence doing business under the Windermere name	July 4, 2013	

THIS AGREEMENT is made and entered into as of the date stated above by and among WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"); Windermere Services Southern California, Inc. ("Area Representative"); the Licensee identified above ("Licensee"); and the individual principals of Licensee identified above.

RECITALS:

- A. WSC is the owner of: (i) the trade names "Windermere" and "Windermere Real Estate", and the Windermere logo which appears at the top of the first page of this Agreement

(herein collectively referred to as the "Trademark"); (ii) the standards, methods, procedures, techniques, specifications and programs developed by WSC for the establishment, operation and promotion of independently owned real estate brokerage offices, as those standards, methods, procedures, techniques, specifications and programs may be added to, changed, modified, withdrawn or otherwise revised by WSC (herein collectively referred to as the "Windermere System"); (iii) related and associated trademarks, service marks and logotypes other than the Trademark; and (iv) all goodwill connected with the Trademark and the Windermere System. WSC has the exclusive right to use and license others to use the Trademark and the Windermere System.

- B. WSC has granted to the Area Representative the right to offer licenses to use the Trademark in Southern California (the "Region") and to administer the Windermere System in the Region in accordance with this Agreement.
- C. Licensee desires to obtain the right to use the Trademark and the Windermere System and the services to be provided by WSC and Area Representative under the terms set forth in this Agreement.

THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows.

1. Grant of License. Subject to the terms and conditions specified herein, WSC hereby grants to Licensee the revocable and non-exclusive right during the term of this Agreement to use the Trademark and Windermere System only in the conduct of real estate brokerage services; provided however that Licensee shall not incorporate the word Windermere or any of the other elements of the Trademark into Licensee's legal name as shown on its articles of incorporation, certificate of formation, or similar legal documents. Licensee may register one or more trade names incorporating the Windermere name, as permitted by Licensee's state and local laws, and may maintain such registrations only so long as this Agreement remains in effect. Licensee agrees that during the entire term of this Agreement, including the period of notice of expiration of the term, Licensee will in good faith actively and with Licensee's best efforts engage in the real estate brokerage business using the Trademark. During the term of this Agreement neither Licensee, nor any of its Principals, may directly or indirectly, (i) engage in any other competing real estate brokerage activity or (ii) sell all or any part of Licensee's real estate brokerage business or operating assets (including pending sales and listings) to a person or entity engaged in a competing real estate brokerage business.

2. Locations; No Exclusive Territory.

a. The license granted by this Agreement is limited to the location(s) shown on the first page of this Agreement, or otherwise approved in writing in advance by Area Representative and WSC in their sole discretion. If no initial location is specified on the first page of this Agreement at the time it is executed, WSC and Area Representative will approve or reject Licensee's initial proposed location within ten business days after receipt of written notice from Licensee requesting approval. If the parties are unable to agree on the location of Licensee's first office, then after three locations have been proposed and rejected Licensee may, at its

request, be released from this Agreement and its initial franchise fee will be refunded in full. Once Licensee's initial location(s) have been approved, Licensee may not relocate any office or open additional office locations except with the advance approval of WSC and Area Representative, which may be withheld in their sole discretion. Denial of any request to add or move an office shall not release Licensee from this Agreement.

b. Nothing in this Agreement shall be construed to confer or grant any exclusive territory, option, right of first refusal or other similar rights to acquire additional franchises or to any exclusive rights in any particular geographic area. WSC and Area Representative reserve the right to grant additional Windermere franchises within the Region at any time, in any location, including locations that may compete with Licensee's location(s) then in existence.

3. **Windermere System.** WSC shall provide guidance to Licensee with respect to the Windermere System. Such guidance shall, in WSC's discretion, be furnished in the form of written materials distributed physically or electronically, including through the Windermere Online Resource Center (WORC) intranet website, consultations by telephone or in person, or by other means of communication. WSC may, at Licensee's request, provide special assistance for which Licensee may be required to pay fees and/or expenses as WSC then charges. WSC may, in its sole discretion, develop, implement, modify and/or discontinue components of the Windermere System, including the addition of optional programs to enhance Licensee's business. WSC shall have the right, in its sole discretion, to condition Licensee's participation in any one or more of such programs upon Licensee being in compliance with this Agreement and any other agreements with WSC.

4. **Compliance with Laws; REALTOR[®] Association Membership Required.**

a. Licensee shall at all times fully comply with all applicable federal, state and local laws, regulations and ordinances which apply to the operations of Licensee's real estate brokerage business, including without limitation all applicable real estate licensing requirements for the state(s) in which Licensee's business operates. Failure to comply with any applicable laws or regulations shall constitute a material breach of this Agreement.

b. During the term of this Agreement Licensee and all of its individual brokers, managers and sales associates shall maintain membership in good standing with the National Association of REALTORS[®], as well as any applicable state and/or local REALTOR[®] Associations for the geographic area(s) in which Licensee operates. Failure to maintain REALTOR[®] Association memberships as required shall constitute a material breach of this Agreement.

5. **Ownership of Trademark.** WSC expressly reserves the sole and exclusive ownership of the Windermere name and the Trademark, as well as the Windermere System and all other trademarks, service marks, logotypes or trade names (whether or not licensed hereunder) associated with the Windermere System. Licensee agrees not to use the Trademark, or any other marks associated with the Windermere System as part of its corporate name or for the purpose of advertising or operating its business, except in accordance with this Agreement, and in accordance with all approved reasonable standards of usage issued from time to time in writing

by WSC. Upon request by WSC, Licensee shall cooperate fully and in good faith assist WSC to the extent necessary in the procurement of any protection of or to protect any of WSC's rights in and to the Trademark and the Windermere System or any rights pertaining thereto.

6. Protection of Trademark.

a. The parties recognize the importance of the protection and maintenance of the quality image and reputation associated with the name Windermere Real Estate. In furtherance of that objective, so long as this Agreement remains in full force and effect, WSC and Area Representative may approve reasonable standards of operation and service of the Licensee, including the issuance of guidelines with respect to the form, content, image and style of advertising materials including signs and signage, the standardized use of the Trademark, and the use of Internet domain names which include or incorporate the Trademark. Licensee agrees to conform to such standards, methods, guidelines and procedures, and agrees to instruct and keep its sales force and employees fully informed of all such methods and procedures, as shall from time to time be promulgated by WSC or Area Representative. Licensee agrees to follow all reasonable directions by WSC or Area Representative concerning the operation of Licensee's business and Licensee's advertising and other use of the Trademark.

b. With respect to signs and business cards only, all vendors used by Licensee must be pre-approved by WSC or Area Representative. A list of previously approved vendors is available on request. If Licensee wishes to purchase signs or business cards from a vendor not on the list, Licensee should contact Area Representative to request approval for the new vendor. Approval of sign and business card vendors may be withheld in the sole discretion of WSC or Area Representative.

c. Licensee acknowledges that the Trademark and the business reputation and methods employed by WSC are of considerable value, and that the operation of Licensee's business – including Licensee's use of the Trademark – will affect the reputation of WSC and the Trademark. Accordingly, Licensee agrees that any act by Licensee or any of its principals which results in defaming, disparaging or tarnishing the Trademark or the business reputation of WSC or Area Representative shall constitute a material breach of this Agreement, and shall constitute good cause for termination of this Agreement.

d. If, in the judgment of WSC, it becomes necessary or desirable to modify the Trademark, Licensee will comply with the modification and will bear its own expense in connection with the modification and conversion.

e. Licensee must notify WSC or Area Representative of any challenge to Licensee's use of the Trademark. If Licensee is named as a party in any administrative or judicial proceeding alleging trademark infringement or unfair competition based on Licensee's use of the Trademark, or if Licensee becomes subject to a restraint on its use of the Trademark in connection with its real estate brokerage business, WSC will indemnify Licensee and defend any such proceeding at its own expense. WSC shall have the right to control any such litigation,

including the selection of counsel, and shall have the sole right to make all decisions concerning the prosecution, defense or settlement of any litigation. WSC shall have the right to take any action, in its discretion and consistent with good business judgment to prevent infringement of the Trademark or unfair competition against Windermere licensees. If Licensee is awarded monetary recovery in any legal proceeding arising from Licensee's use of the Trademark, WSC reserves the right to obtain reimbursement of its expenses from Licensee out of any monetary recovery awarded to Licensee as a result of WSC's intervention.

7. Fees.

a. **Initial Fee.** As consideration for the granting of the license set forth herein to Licensee for use of the Trademark and the Windermere System, Licensee agrees to pay Area Representative a non-refundable Initial Fee in the amount shown on the Fee Schedule attached hereto as Appendix 1. Unless otherwise indicated on Appendix 1, the Initial Fee is due in full upon the execution of this Agreement.

b. **Ongoing License Fees.** For the continuing use of the Trademark and the Windermere System, Licensee agrees to pay monthly Ongoing License Fees in an amount equal to five percent (5%) of the gross revenue earned and received by Licensee during the term of this Agreement, including without limitation all residential and commercial real estate commissions, property management leasing commissions or management fees, referral fees, or any other compensation received by Licensee as a result of rendering of real estate brokerage or property management services. Notwithstanding the foregoing, it is agreed that Ongoing License Fees paid on residential sale commissions only shall be "capped" at the level stated on the attached fee schedule. The "cap" amount represents the gross commissions earned by each agent per accounting period. For example, a cap amount of \$75,000 means that Licensee will pay Ongoing License Fees on the first \$75,000 of gross residential sale commissions earned by each agent during each annual period. The accounting period for purposes of computing the fee cap may be either a calendar year (January 1 to December 31), or it may be an anniversary year (commencing each year on the anniversary of the agent's affiliation with Licensee, or some other anniversary date as specified in a written broker/sales associate contract). Licensee shall inform Area Representative of what accounting period it will be using for purposes of calculating capped fees. The fee "cap" does not apply to commercial commissions or property management revenue, and is subject to cancellation or change by WSC at any time by written notice.

c. **Additional Fees.** In addition to the License Fees described above, Licensee also agrees to pay the Additional Fees as set forth on the Fees Schedule attached hereto as Appendix 1. Licensee agrees that the Additional Fees are subject to change at any time with six months written notice from WSC and that new fees may be added at any time with six months written notice.

d. **Fee Reports and Payments - When Due.** License Fees and Additional Fees shall be paid by Licensee on a monthly basis within fifteen (15) days after the close of each calendar month. For example, fees accrued in January are due by February 15. Along with its monthly fee payments, Licensee shall submit a fee calculation report in the form and manner specified by WSC from time to time. Licensee will acquire, at Licensee's sole expense, any computer

hardware and software required for submission of required reports to WSC, and shall upgrade such hardware and software as needed from time to time to comply with WSC reporting requirements. WSC publishes written policies and methods for fee reporting and payment – including the method for calculating the number of “agents” in each office for purposes of fees paid on a per agent basis. Licensee’s fee reports and payments shall be in compliance with the then current policies and methods, which are subject to change from time to time by written notice from WSC. Licensee may not withhold payment of any License or Additional Fees, or any other amounts due to WSC or Area Representative on the grounds of the alleged non-performance or breach of any obligations of WSC or Area Representative under this Agreement or any related agreement.

e. Late Fees, Interest. Any fees not paid by the tenth day after they are due will be subject to a late fee equal to ten percent (10%) of the delinquent amount, and the full amount of past due fees plus the late fee shall then bear interest at the lower of either the highest lawful rate or eighteen percent (18%) per annum, compounded monthly. For example if Licensee owed \$5,000 for January, that amount would be due by February 15. If not paid by February 25, the amount of \$5,500 (fees due plus 10% late fee) would begin to accrue compound interest at the applicable rate from February 25 until paid in full. Payments on past due fees may be applied to outstanding balances in WSC’s sole discretion.

f. Annual Reviews, Periodic Audits.

1. For purposes of routine annual review, within six months after the close of each tax year Licensee shall submit to WSC a copy of Licensee’s federal income tax return for that tax year, along with a balance sheet and income statement for the same tax period.
2. WSC may conduct periodic audits of Licensee at any time to confirm compliance with all terms of this Agreement. In connection with such audits, Licensee shall on demand provide WSC or its designated agents with all such reports regarding its gross commissions, income, transaction data, rosters of employees agents and assistants, and all other documents or information as WSC may reasonably request, including complete federal income tax returns, state tax returns or filings, financial statements (including balance sheets and profit and loss statements), all prepared in accordance with generally accepted accounting principles. In the event any audit should disclose that Licensee has underpaid any amounts owed under this Agreement by two percent (2%) or more, then Licensee shall promptly pay to WSC the fees, costs and expenses incurred in connection with the audit, along with the delinquent amounts owing, plus interest and penalties as provided herein.

g. Fees due after Termination or Expiration. In the event of the expiration or termination of the term of this Agreement, the Area Representative shall be entitled to receive Ongoing License Fees with respect to all listings and pending sales as of the date of expiration or termination. All such post-expiration or post-termination fees shall be due and payable at the time the commissions are received or receivable by Licensee. Licensee shall further pay all Additional Fees through the month in which the termination or expiration occurs as if it were a

full month (for example, if termination or expiration occurs on June 10, Licensee shall nonetheless pay all fees calculated for the entire month of June on or before July 5, with no offset of pro-ration for the partial month). If after the expiration or termination date of this Agreement Licensee sells any part of its operating assets including, for instance, any part of Licensee's listings and sales agreements pending as of the date of expiration or termination, Licensee shall nevertheless continue to be obligated to make payment of all post expiration or termination fees with respect to listings and pending sales as though Licensee still owned them. After the expiration or termination date Licensee shall continue to submit reports and WSC and/or Area Representative shall continue to have the right to inspect the books and records of Licensee insofar as they pertain to activities and/or revenues in connection with listings, and pending sales as of the date of expiration or termination.

8. Term, Expiration and Termination.

a. The term of this Agreement begins on its date and continues until it expires or is terminated as provided in this Section. The term of this Agreement expires when either Licensee or WSC give written notice to the other party of expiration of the term. Such notice must be given no less than 180 days, and no more than 366 days, prior to the expiration date specified in the notice. No cause shall be required for any party to give notice of expiration of the term, it being understood and agreed that the provisions of this paragraph are to provide for an agreed method of establishing an expiration date of the term of this Agreement with or without cause. However, Licensee may not exercise its right to give notice of expiration of the term of this Agreement if, at the time the notice is delivered, Licensee is in default for non-payment of any amounts owing under this Agreement, or has an outstanding past due balance of amounts owed.

b. WSC may terminate this Agreement for cause if Licensee fails to cure any default under the terms of this Agreement following written notice of said default. Licensee shall have five (5) days after notice from WSC or Area Representative to pay any overdue franchise fees or other amounts owing; five (5) days after notice from WSC to correct any failure of Licensee to maintain required insurance; and thirty (30) days after notice of default to cure any other default.

c. Notwithstanding the foregoing, if during the term of this Agreement there occurs any of the following events, WSC may immediately give notice of termination without an opportunity to cure:

1. The franchisee or the business to which the franchise relates is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his inability to pay his debts as they come due;
2. The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to

operate is due to fire, flood, earthquake or other similar causes beyond the franchisee's control;

3. The franchisor and franchisee agree in writing to terminate the franchise;
4. The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the franchise business or system;
5. The franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the franchise;
6. The franchisee commits a material breach of this Agreement, after having previously committed and cured the same material breach two or more times;
7. The franchised business or business premises of the franchise are seized, taken over or foreclosed by a government official in the exercise of his duties, or seized, taken over, or foreclosed by a creditor, lienholder or lessor, provided that a final judgment against the franchisee remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by the franchise agreement or upon any property used in the franchised business, and it is not discharged within five days of such levy;
8. The franchisee, or any of its principals, is convicted of a felony or any other criminal misconduct which is relevant to the operation of the franchise;
9. The franchisee fails to pay any franchise fees or other amounts due to the franchisor or its affiliate within five days after receiving written notice that such fees are overdue;
10. The franchisor makes a reasonable determination that continued operation of the franchise by the franchisee will result in an imminent danger to public health or safety; or
11. Licensee assigns or attempts to assign this Agreement without the written consent of WSC.

9. **Discontinuance Upon Termination.** In the event of the expiration or termination of the term of this Agreement for any reason, Licensee shall immediately discontinue all use of the Trademark, the name "Windermere," all variations of the name, and the Windermere System. Without limiting the generality of the foregoing, Licensee and its principals covenant and agree to promptly cancel any trade name registrations, and cause the Windermere name to be removed from all of Licensee's business licenses, real estate licenses, and all other similar registrations. Licensee and its principals further covenant that they shall transfer, or cause to be transferred to

WSC any Internet domain names registered by, to, or on behalf of Licensee which include the word Windermere, or any variation thereof, or any other Trademark (whether or not registered) of WSC. Licensee understands and agrees that all references to Licensee may be removed from the Windermere web site as of the date this Agreement terminates or expires, and that any and all email addresses issued to Licensee or its agents and employees using the "Windermere.com" domain may be deactivated as of the date of expiration or termination.

10. Non-Transferability - Right of First Refusal.

a. This license is not transferable without the written consent of WSC and Area Representative, which consent may be withheld in WSC's sole discretion. Any change in the ownership of Licensee, if Licensee is a corporation, limited liability company, or other entity, shall be considered a transfer or assignment for purposes of this provision. Failure to obtain the written consent of WSC to any transfer shall constitute a material default by Licensee, and shall be grounds for termination of this Agreement by WSC.

b. If Licensee is an individual sole proprietor, or an entity with only one principal owner, this license will terminate unless transferred to an approved transferee within six months of the death or incapacity of the principal owner.

c. In the event of (i) any proposed transfer or (ii) the receipt by Licensee at any time during the term of this Agreement of a bona fide offer which Licensee desires to accept from a third party to purchase all or any portion of Licensee's operating assets without the license, WSC or its assignee shall have a right of first refusal to acquire the interest or operating assets as described herein. Licensee shall deliver to WSC a written notice setting forth all of the terms of the proposed transfer of the license, or a copy of the signed offer to purchase operating assets without the license, together with all available pertinent information regarding the proposed transferee or purchaser. WSC shall have seven days after receipt of the notice or copy of the offer to give written notice to Licensee of its intent to exercise the right of first refusal on the same terms as proposed or as contained in the offer, except that WSC may substitute cash of equivalent value for any non-cash term to acquire the interest or assets. Thereafter the parties shall proceed to close the transaction on the earlier of a date six months following WSC's notice of election to exercise the right of first refusal or, if a notice of expiration of the term has previously been given, on the expiration date. It is agreed that neither an exercise of the right of first refusal by WSC or its assignee, nor in the absence of such an exercise, the acceptance by Licensee of a bona fide offer of a third party to purchase operating assets without the license, shall in any way diminish the obligation of Licensee to actively engage in the real estate brokerage business during the full term of this Agreement, including any period of notice of expiration of the term. In the event that WSC declines to exercise its right of first refusal Licensee may proceed with the contemplated transaction on the terms stated in the written notice. If the terms are revised in any material manner WSC shall have a right of refusal with respect to the modified offer and Licensee will again comply with the provisions of this Section.

11. Relationship of Parties. Licensee is not and shall not hold itself out as a legal representative, employee, joint venturer, partner or agent of WSC or Area Representative for any purpose whatsoever. Licensee is an independent contractor franchisee and is in no way

authorized to make any contract, agreement, warranty or representation on behalf of WSC or Area Representative or to create any obligation, express or implied, on behalf of WSC or Area Representative.

12. Indemnification - Insurance.

a. Licensee agrees to indemnify WSC and Area Representative from and against any and all claims based upon, arising out of, or in any way related to the operation of Licensee's business including, but not limited to, any intentional act, negligent act, error or omission by Licensee or any of its agents, employees, licensees, or independent contractors, together with all attorney's fees, costs and other expenses reasonably incurred by or on behalf of WSC and Area Representative in the investigation of or defense against any such claim. The provisions of this paragraph shall survive the expiration or termination of this Agreement. In the event that any claim is tendered to Licensee under the provisions of this section for indemnity, WSC and/or Area Representative shall have the right at its election to select its own defense counsel, and to control the litigation, including the right to make any decisions concerning the compromise or settlement of any claims.

b. Licensee agrees to maintain and keep in force during the term of this Agreement, for the mutual benefit of WSC, Area Representative and the Licensee, all forms of necessary business insurance, with limits of coverage and deductibles acceptable to WSC and Area Representative. Required insurance includes, but is not limited to: Worker's Compensation insurance as required by law; comprehensive general liability insurance; and professional liability errors and omissions insurance. The insurance policies shall name WSC and Area Representative as an additional insured, and shall be provided with certificates of required insurance on demand. The coverage limits and deductible requirements shall be established by WSC and Area Representative and communicated to Licensee in the form of a policy memo, which is subject to change from time to time with written notice. Upon being notified of a change in required insurance, Licensee agrees to modify their coverage at their next policy renewal to bring their policies into compliance with the revised requirements.

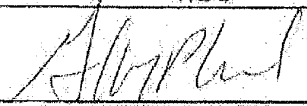

13. Governing Law, Costs and Attorneys' Fees. Notwithstanding any principals concerning conflict of laws, this Agreement shall be governed by the laws of the state in which Licensee's primary business location (as shown on the first page of this Agreement, or as subsequently modified by mutual agreement). Unless agreed otherwise venue for any disputes arising from this Agreement shall be in state or federal courts having jurisdiction over that location. In the event that any suit or action is instituted for breach of, to enforce or to obtain a declaration of rights under this Agreement, including but not limited to suit for preliminary injunction, the substantially prevailing party shall be entitled to be reimbursed by the non-prevailing party for all costs, including reasonable attorneys' fees, incurred in connection with such suit or action, including any appeals.

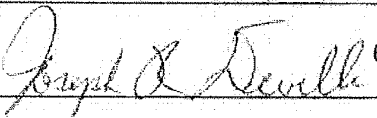
14. Integration and Amendments; Survival. This Agreement contains the entire agreement between WSC on the one hand, and Licensee on the other, regarding the subject matter thereof, and supersedes all prior or contemporaneous oral or written representations or agreements, which are merged into and superseded by this Agreement. Any amendments or

additions to this Agreement must be in writing and signed by WSC, Licensee and all other signatories to this Agreement. The following provisions of this Agreement shall survive expiration or termination: paragraphs 7, 9, 12(a), 13, 14, and 15.

15. Disclaimer of Representations and Warranties. WSC and Area Representative expressly disclaim the making of any representation, warranty or guaranty, express or implied, with respect to the revenues, profits or success of the business venture contemplated by this Agreement. Licensee acknowledges that it has not received or relied upon any such representations, warranty or guaranty, and has not received or relied on any representations concerning the license by WSC or Area Representative or its officers, directors, employees or agents, that are contrary to the statements made in the Franchise Disclosure Document provided to Licensee, or to the terms of this Agreement.

EXECUTION

WSC	LICENSEE
 (sign)	 (sign)
By Geoffrey P. Wood	By Brian Gooding
Its Chief Executive Officer	Its Manager
Date: 8-1-13	Date: 7/30/13

AREA REPRESENTATIVE
 (sign)
By Joseph R. Deville
Its President
Date: 7-31-13

APPENDIX 1
FEES SCHEDULE

Date of License Agreement	July 30, 2013
Licensee's Legal Name	San Diego Homes and Estates, Inc.
Licensed Name (if different)	Windermere Homes & Estates
Office Name(s) / Region	Santaluz / Southern California
Initial Franchise Fee Amount and Due Date	\$25,000, due in full upon signing of this Agreement.
The first month for which Ongoing License and Additional Fees are due:	July 2013

LICENSE FEES: Licensee shall pay ongoing license fees of five percent (5%) of gross revenue earned and received per month. Ongoing license fees on residential sale commissions only are capped at \$75,000 per agent per year.

Ramp Up discount? ☒ YES ☐ NO Area Rep Initials: GPW

Month	Discount
1-3	90%
4-6	75%
7-9	50%
10-12	25%
13 and thereafter	0% (full fees due)

ADDITIONAL FEES:

- **Technology Fee:** \$50.00 per month per licensed agent and agent assistant for basic service; additional fees apply for additional service.
- **Windermere Foundation Suggested Donation:** \$10.00 per transaction side for each closed transaction.

Fees are to be reported and paid by the 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th. Your payments should be payable to Windermere Services Southern California, Inc. and sent with your required reports to 71-691 Highway 111, Rancho Mirage, CA 92270.

	INITIALS	DATE
LICENSEE	<u>[Signature]</u>	7/30/13
AREA REP.	<u>[Signature]</u>	7-31-13
WSC	<u>GPW</u>	8-1-13

**APPENDIX 2
PERSONAL GUARANTY**

Date of License Agreement	July 30, 2013
Licensee Name	San Diego Homes and Estates, Inc.

This **"Guaranty"** must be signed by all Principals of Licensee identified in the Windermere Real Estate Franchise License Agreement to which this Appendix is attached. Each Principal shall be deemed a **"Guarantor"** jointly and severally.

RECITALS

Each Guarantor has a financial or other interest in Licensee, will benefit from the granting of the Franchise License Agreement by WSC and Area Representative to Licensee, is familiar with and understands the terms and conditions of the License Agreement, and is satisfied with and approves the same in all respects without condition or reservation. As a material inducement to WSC and Area Representative to grant the License, the Guarantors have agreed unconditionally to guarantee the full and punctual payment and performance of the "Guaranteed Obligations" (defined below).

AGREEMENT:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, and to induce WSC and Area Representative to grant the License to Licensee, each Guarantor covenants and agrees:

1. **GUARANTEED OBLIGATIONS.** As used in this Guaranty, the term **"Guaranteed Obligations"** is defined in its broadest and most comprehensive sense to mean all primary, secondary, direct, indirect, fixed and contingent, debts, duties, agreements, undertakings, obligations, covenants and conditions now or at any time in the future to be paid or performed by Licensee in connection with or relating to the Windermere Franchise License Agreement, or any financial accommodations which WSC and Area Representative may from time-to-time extend or provide to or for the benefit of Licensee in connection with the License including, without limitation, all of Licensee's obligations to pay all fees, charges, sums, costs, reimbursements and expenses which at any time may be owing under or in connection with the License, any business or financial accommodation made or provided in connection with the License, as any or all of them may from time to time be modified, amended, extended, renewed or restated.

2. **GUARANTY.** Each Guarantor unconditionally, absolutely and irrevocably guarantees to and for the benefit of WSC and Area Representative the full, prompt and complete payment and performance by Licensee of the Guaranteed Obligations. If any of the Guaranteed Obligations are not paid or performed by Licensee as and when such payment or performance is due or required, then on demand from WSC and Area Representative, the Guarantors will pay or perform the same.

3. **INDEPENDENT OBLIGATION.** This Guaranty is an independent obligation of each Guarantor, separate and distinct from the Guaranteed Obligations. A separate action may be brought or prosecuted against Guarantor, whether or not any such action is brought or prosecuted against Licensee or any other Guarantor or other party, or whether Licensee or any other Guarantor or any other party is joined in any such action or actions. This Guaranty is an absolute guarantee of payment and performance, and not a guarantee of collection. The obligations of Guarantor under this Guaranty are direct and primary, regardless of the validity or enforceability of any instrument or agreement giving rise to any of the Guaranteed Obligations. Guarantor shall continue to be liable under this Guaranty even if all or part of the Guaranteed Obligations become uncollectible by operation of law or otherwise.

4. **APPLICATION OF PAYMENTS.** WSC and Area Representative may apply any payments received from any source against any portion of the Guaranteed Obligations in such order and priority as WSC and Area Representative may deem appropriate. No payment received by WSC or Area Representative from any source other than a direct payment made by a Guarantor pursuant to a written demand by WSC and Area Representative shall be credited against that Guarantor's obligations under this Guaranty.

5. **COSTS AND EXPENSES.** Whether or not suit is brought, Guarantor shall pay on demand all costs and expenses, including attorneys' fees and allocated costs of in-house counsel, incurred by or on behalf of WSC and Area Representative in connection with the enforcement or collection from Guarantor of all or any of the Guaranteed Obligations, or in connection with the enforcement, interpretation or defense of this Guaranty. Without limitation, these expenses, costs and fees include those incurred at trial, on appeal, and with respect to any bankruptcy, receivership or arbitration proceedings.

6. **REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to WSC and Area Representative that Guarantor is a principal of Licensee or otherwise financially interested in Licensee, and (a) is adequately informed of the financial condition of Licensee, and Licensee's operations and properties, (b) is familiar with and will stay informed regarding the terms and conditions of the License Agreement and the other Guaranteed Obligations, and of Licensee's resources and plans for payment and performance of the Guaranteed Obligations, (c) has not relied on any financial or other information provided by WSC, if any, about Licensee, Licensee's operations and activities, properties or prospects, and (d) does not expect WSC and Area Representative to provide and waives any duty on the part of WSC and Area Representative to provide any such information in the future including, without limitation, adverse information about the Licensee or its activities. Guarantor acknowledges that WSC and Area Representative is under no obligation to grant the License to Licensee without this Guaranty and would not do so without this Guaranty.

7. **MISCELLANEOUS.**

(a) If there is more than one Guarantor under this Guaranty, then the obligations of all such Guarantors shall be joint and several, and in such case the obligations of each Guarantor shall be independent of those of all other Guarantors and of the obligations of Licensee and any other persons or entities obligated in any manner for the payment or performance of the Guaranteed Obligations.


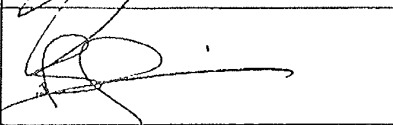
(b) The obligations and liabilities of Guarantor hereunder shall not be limited in any manner by any nonrecourse or other provisions in the instruments and agreements giving rise to the Guaranteed Obligations which may limit the liability or obligations of Licensee with respect to the Guaranteed Obligations.

(c) This agreement constitutes the entire agreement between WSC, Area Representative and Guarantor, and no course of dealings between the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement or modify any terms, nor are there any conditions to the effectiveness of this Guaranty.

(e) If any provision of this Guaranty is invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Guaranty and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included. This Guaranty may be changed, modified or supplemented only through a writing signed by both Guarantor and Lender.

I clearly understand that WSC and Area Representative do not have to pursue the Licensee or any other Guarantor or obligated party or foreclose or realize upon any security before demanding payment from me. I further understand that I will have to pay the amounts then due even if Licensee or any other Guarantor or obligated party does not make payment or is otherwise relieved of the obligation of making payment.

GUARANTORS:

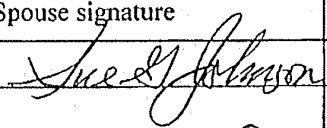
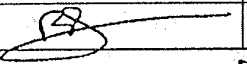
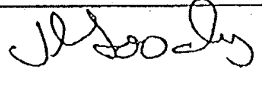
Sign	Print Name and Home Address	Date
	Rich Johnson	7/30/13
	Brian Gooding	7/30/13

SPOUSAL CONSENT

If any principals of Licensee are married, and their spouses did NOT sign the License Agreement and Personal Guaranty, then the non-signing spouses must sign below to acknowledge their consent to the terms of the agreements signed by the principals.

Each spouse signing below states as follows:

I, the undersigned spouse of the above-named principal of Licensee, hereby acknowledge that I have read the Windermere Real Estate Franchise License Agreement and Personal Guaranty to which this Spousal Consent is attached ("the Agreement") and know its contents. I acknowledge that the Agreement is being executed for the benefit of, and therefore shall be binding upon, my marital community.

Principal's Name	Spouse Name	Spouse signature	Date
Rich Johnson	Sue G. Johnson		7/30/13
Brian Gooding			7/30/13

Brian Gooding, JJ Gooding