

# **EXHIBIT A**

EXHIBIT A

WINDERMERE REAL ESTATE  
LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of August 1, 2001, between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate / Coachella Valley ("Licensee"), and Joseph R Deville and Robert L. Bennion the principals of Licensee.

RECITALS:

A. WSC is the owner of (i) the trade name "Windermere Real Estate", "Windermere", the Windermere Real Estate and related and associated trademarks, service marks and logotypes (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as those standards, methods, procedures, techniques, specifications and programs may be added to, changed, modified, withdrawn or otherwise revised by WSC (herein collectively referred to as the "Windermere System"), and (iii) all goodwill connected with the Trademark and the Windermere System, and WSC has the exclusive right to use and license others to use the Trademark and the Windermere System.

B. WSC has been organized and staffed to provide services to Licensee and other licensees for their mutual benefit so as to enhance the effectiveness, efficiency and profitability of operations of Licensee and other licensees.

C. WSC expressly disclaims 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 its officers, directors, employees or agents, that are contrary to the statements made in the Offering Circular provided by WSC or to the terms of this Agreement.

D. Licensee desires to obtain and benefit from the right to use the Trademark and the Windermere System and the services to be provided by WSC under the terms set forth in this Agreement.

IN CONSIDERATION OF THE MUTUAL COVENANTS contained herein and for other good and valuable consideration, the parties agree as set forth below.

1. **Provision of Services.** WSC will provide a variety of services to Licensee for the benefit of Licensee and other licensees, designed to complement the real estate brokerage business activities of Licensee and to enhance its profitability. Except where notified in advance that a specific charge will be assessed to Licensee, all services provided by WSC shall be without additional cost and shall be included in the fee provided for in Section 5.

2. **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 in the conduct of real estate brokerage and sales activities at the following address(s):

850 N Palm Canyon Dr.

Palm Springs, CA 92262

Licensee must receive the approval and permission of WSC to open any additional branch offices or to relocate any office. 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, and will not, either directly or indirectly, (i) engage in any other competing real estate brokerage activity in this state 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 the real estate brokerage business.

3. **Ownership of Trademark.** WSC expressly reserves the sole and exclusive ownership of the name and any associated trademark, service mark, logotype or trade name using the words "Windermere Real Estate", "Windermere" or any form thereof or variation thereon (the "Trademark") and the Windermere System. Licensee agrees not to use such name or any combination of the words, with or without any other word or words, as part of its corporate name or for the purpose of advertising 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.

4. **Protection of Trademark.** 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 shall 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, and the standardized use of 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. Licensee acknowledges that the Trademark and the business reputation and methods employed by WSC are of considerable value, and Licensee agrees to follow all reasonable directions and recommendations made by WSC, so that the operation of Licensee's business will in no way damage the reputation of WSC, or the Trademark. 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.

Licensee must notify WSC of any challenge to Licensee's use of the Trademark. If Licensee becomes subject to a restraint on its use of the Trademark in connection with its real estate brokerage business, WSC has the right and obligation and will defend the suit at its own expense. WSC has 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, 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.

5. **License Fees.** For the services provided by WSC and for the use of the Trademark and Windermere System, Licensee agrees to pay to WSC a non-refundable initial fee in the amount of \$15,000.00 in cash upon signing this Agreement. Thereafter, Licensee agrees to pay to WSC license fees in an amount equal to five percent (5%) of the gross revenues earned and received by Licensee during the term of this Agreement, or, alternatively, in an amount equal to \$200.00 multiplied by the number of sales agents licensed to Licensee at any time during the month, depending on the geographical location of the franchise office and at WSC's discretion. Such fees shall be paid by Licensee on a monthly basis within fifteen (15) days after the close of any calendar month, or at such other convenient intervals as may be mutually agreed to by the parties. License fees not paid within ten days of the date due will be subject to a late fee equal to ten percent (10%) of the delinquent amount. License fees more than twenty days late shall bear interest thereafter at the

lower of either the highest lawful rate or eighteen percent (18%) per annum. Licensee agrees to submit such reports regarding its gross commissions as WSC may reasonably request, including complete federal income tax returns, state tax returns or filings, complete annual financial statements submitted within 90 days of Licensee's year end, and periodic interim period statements of income and expense, all prepared in accordance with generally accepted accounting principles. WSC or its designated agents shall have the right to inspect and audit the books and records of Licensee at reasonable times and upon reasonable notice. In the event any audit should disclose that Licensee has underreported gross commissions by two percent (2%) or more, then Licensee shall promptly pay to WSC the fees, costs and expenses incurred in connection with the audit.

In the event of the expiration or termination of the term of this Agreement, WSC shall be entitled to receive the fee with respect to all listings and sales pending as of the date of 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. 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 pending listings and sales as though Licensee still owned them. After the expiration or termination date Licensee shall continue to submit reports and WSC 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 sales pending as of the date of expiration or termination.

**6. Term and Expiration or Termination.** 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 and a period of six months has elapsed from the date of the notice of expiration. Such notice must be given at least six months 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; consequently, whether or not there is then a breach of this Agreement or other cause or motive for an expiration notice, is irrelevant.

WSC may terminate the term of this Agreement by written notice to Licensee, on account of a material default by Licensee. Licensee shall have 15 days after notice from WSC of the default, to cure any of the following defaults, which the

parties agree are material: non-payment of fees, failure to comply with guidelines regarding the proper use of the Trademark, or failure to maintain required insurance. Licensee shall have 30 days after such notice of the default, to cure any other material default.

WSC may terminate the term of this Agreement upon written notice to Licensee and without opportunity to cure, if:

(a) There is a material default by Licensee and Licensee has had two or more prior material defaults under this Agreement, even though Licensee cured those prior defaults;

(b) Licensee is adjudicated bankrupt or insolvent;

(c) Licensee makes an assignment for the benefit of creditors or similar disposition of the assets of Licensee's business;

(d) Licensee abandons Licensee's real estate brokerage business;

(e) Licensee assigns or attempts to transfer or assign the license without the written consent of WSC; or

(f) Licensee is convicted of or pleads guilty or no contest to a charge of violation of any law relating to the regulation of Licensee's real estate brokerage business.

The term of this Agreement shall continue until it expires or it is terminated as provided in this Section.

**7. Discontinuance Upon Termination.** In the event of termination of the term of this Agreement, Licensee shall (upon termination) discontinue all use of the Trademark, the name "Windermere Real Estate", or variations of the name, including the name "Windermere", and use of the Windermere System. Without limiting the generality of the foregoing Licensee and, if Licensee is incorporated or a limited liability company, Licensee's shareholder(s) and director(s) or member(s) and/or manager(s) covenant and agree to cause the Articles of Incorporation or Certificate of Formation of Licensee to be amended to change the name of the entity if it contains the word "Windermere".

**8. Non-Transferability - Right of First Refusal.** This license is not transferable without the written consent of WSC, which consent will not unreasonably be withheld. A change of at least fifty percent (50%) of the ownership of Licensee, if Licensee is a corporation, limited liability company, or a partnership, shall be considered a transfer or assignment for purposes of this provision. This license will terminate unless

transferred to an approved transferee within six months of the death or incapacity of an individual Licensee.

In the event of (i) any proposed transfer as described in the preceding paragraph 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 (including transfer of fifty percent or more of the ownership of Licensee) 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.

9. **Relationship of Parties.** Licensee is not and shall not hold itself out as a legal representative, employee, joint venturer, partner or agent of WSC for any purpose whatsoever. Licensee is an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of WSC or to create any obligation, express or implied, on behalf of WSC.

10. **Indemnification - Insurance.** Licensee agrees to indemnify WSC from and against any and all claims made against it 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 in the investigation of or defense against any such claim.

Licensee agrees to maintain and keep in force during the term of this Agreement, for the mutual benefit of WSC and the Licensee, all forms of necessary business insurance, with deductible provisions acceptable to WSC, including, but not limited to: Worker's Compensation insurance as required by law, comprehensive general liability insurance in the minimum amount of \$1,000,000, property damage insurance in the minimum amount of \$500,000; and professional liability errors and omissions insurance coverage in the minimum amount of \$250,000 per occurrence. The insurance policies shall name WSC as an additional insured. WSC reserves the right to increase from time to time the minimum required levels of insurance coverage.

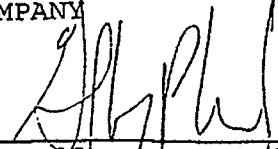
11. **Costs and Attorneys' Fees.** In the event that any suit or action is instituted for breach of, to enforce or to obtain a declaration of rights under this Agreement, including but not limited to suit for preliminary injunction, the substantially prevailing party shall be entitled to be reimbursed by the non-prevailing party for all costs, including reasonable attorneys' fees, incurred in connection with such suit or action, including any appeal therefrom.

12. **Integration and Amendments.** 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.



WSC:

WINDERMERE REAL ESTATE SERVICES  
COMPANY

By   
Geoffrey P. Wood  
President

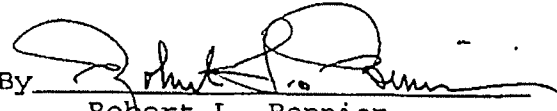
Principal (Shareholder, Partner  
or Member) of Licensee

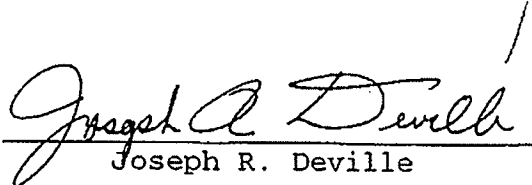
Principal (Shareholder, Partner  
or Member) of Licensee

Principal (Shareholder, Partner  
or Member) of Licensee

LICENSEE:

\_\_\_\_\_

By   
Robert L. Bennion

  
Joseph R. Deville

Principal (Shareholder, Partner  
or Member) of Licensee

Principal (Shareholder, Partner  
or Member) of Licensee

## AFFILIATE FEE SCHEDULE

**Licensed Designation:** Windermere Real Estate/Coachella Valley  
**Name of Office:** Palm Springs-Coachella Valley  
**Office Opening Date:** August 1, 2001

The first month for which fees are due is August, 2001. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

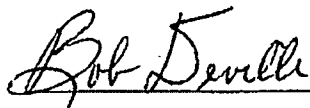
- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

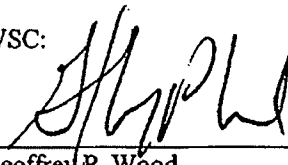
Windermere Services Co.  
5424 Sand Point Way NE  
Seattle, WA 98105  
(206/527-3801)

LICENSEE:



Partner  
Bennion & Deville Fine Homes, Inc.  
dba Windermere Real Estate/Coachella Valley

WSC:



Geoffrey P. Wood  
President  
Windermere Real Estate Services, Inc.

# **EXHIBIT B**

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 1<sup>st</sup> 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 22<sup>nd</sup> 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](http://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.

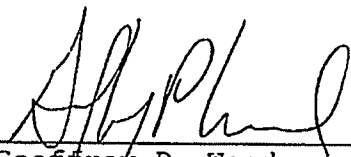
**20. Arbitration.** Except for equitable or injunctive relief involving intellectual property rights, the parties hereto shall submit any other dispute or controversy arising out of or related to this Agreement to binding arbitration before the American Arbitration Association pursuant to the rules 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 SPCEIAL FEE ARRANGEMENTS

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

ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE

THIS ADDENDUM is made and entered into as of January 21, 2004 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

RECITALS

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs-Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

The agreement further provided that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.



AGREEMENT

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Desert Hot Springs  
66337 Pierson Blvd.  
Desert Hot Springs, CA 92240  
760/329-3130

Rancho Mirage  
36101 Bob Hope Dr., F-2  
Rancho Mirage, CA 92270  
760/770-6801

La Quinta  
47-250 Washington St., Ste. B  
La Quinta, CA 92253  
760/564-9685

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

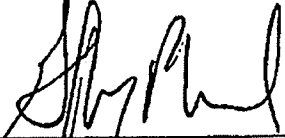
NAME	PERCENTAGE INTEREST
Robert L. Bennion	50%
Joseph R. Deville	50%

This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities, confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

EXECUTION

WSC:

WINDERMERE REAL ESTATE SERVICES  
COMPANY



By Geoffrey P. Wood  
Its Chief Executive Officer

LICENSEE:

Bennion & Deville Fine Homes, Inc.



(signature)

By Bob Deville



(print name)

Its PRES.

(print title)

PRINCIPALS OF LICENSEE

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.

  
Robert L. Bennion  
Joseph R. Deville

**COPY**

ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE

THIS ADDENDUM is made and entered into as of January 21, 2004 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

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The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs-Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

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ADDENDUM TO LICENSE AGREEMENT

Page 2 of 3

AGREEMENT

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Indian Wells  
74996 Highway 111  
Indian Wells, CA 92210  
760/674-3452

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

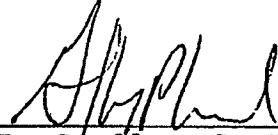
NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities, confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

EXECUTION

**WSC:**

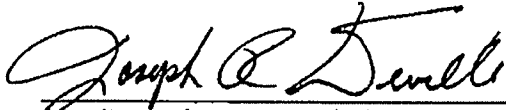
WINDERMERE REAL ESTATE SERVICES  
COMPANY



By Geoffrey P. Wood  
Its Chief Executive Officer

**LICENSEE:**

Bennion & Deville Fine Homes, Inc.

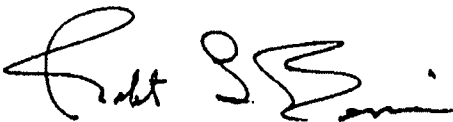


(signature)

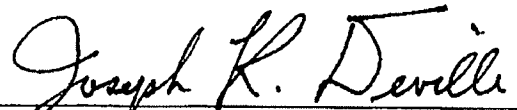
By Joseph R. Deville  
Its President

**PRINCIPALS OF LICENSEE**

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.



Robert L. Bennion



Joseph R. Deville

ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE

THIS ADDENDUM is made and entered into as of January 21, 2004 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

RECITALS

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs-Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

The agreement further provided that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

AGREEMENT

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Palm Springs- Downtown  
123 N. Palm Canyon Dr.  
Palm Springs, CA 92262  
760/325-9091

Indian Wells  
74-996 Hwy 111  
Indian Wells, CA 92210  
760/674-3452

La Quinta  
47-250 Washington Street Ste. B  
La Quinta, CA 92253  
760/564-9685

Desert Hot Springs  
66337 Pierson Blvd.  
Desert Hot Springs, CA 92240  
760/329-3130

Rancho Mirage  
36101 Bob Hope Drive, Ste. F-2  
Rancho Mirage, CA 92270  
760/770-6801

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities, confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

EXECUTION

WSC:

WINDERMERE REAL ESTATE SERVICES  
COMPANY

\_\_\_\_\_  
By Geoffrey P. Wood  
Its Chief Executive Officer


LICENSEE:

Bennion & Deville Fine Homes, Inc.

 (signature)  
\_\_\_\_\_  
By Joseph R. Deville  
Its President

PRINCIPALS OF LICENSEE

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.

  
\_\_\_\_\_  
Robert L. Bennion

  
\_\_\_\_\_  
Joseph R. Deville



**COPY**

ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE

THIS ADDENDUM is made and entered into as of August 9th, 2004 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

RECITALS

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs-Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

The agreement further provided that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

AGREEMENT

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Palm Desert  
44-537 San Pablo Ave., #101  
Palm Desert, CA. 92260

ADDENDUM TO LICENSE AGREEMENT  
Page 2 of 3

Palm Springs- Downtown  
123 N. Palm Canyon Dr.  
Palm Springs, CA 92262  
760/325-9091

Indian Wells  
74-996 Hwy 111  
Indian Wells, CA 92210  
760/674-3452

La Quinta  
47-250 Washington Street Ste. B  
La Quinta, CA 92253  
760/564-9685

Desert Hot Springs  
66337 Pierson Blvd.  
Desert Hot Springs, CA 92240  
760/329-3130

Rancho Mirage  
36101 Bob Hope Drive, Ste. F-2  
Rancho Mirage, CA 92270  
760/770-6801

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities, confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

EXECUTION

**WSC:**

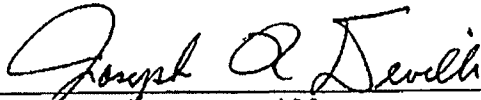
WINDERMERE REAL ESTATE SERVICES  
COMPANY



By Geoffrey P. Wood  
Its Chief Executive Officer

**LICENSEE:**

Bennion & Deville Fine Homes, Inc.



(signature)  
By Joseph R. Deville  
Its President

**PRINCIPALS OF LICENSEE**

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.



Robert L. Bennion



Joseph R. Deville

ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE

THIS ADDENDUM is made and entered into as of November 4th, 2004 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

RECITALS

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs-Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

The agreement further provided that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

AGREEMENT

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Indian Wells  
74-850 Highway 111  
Indian Wells, CA 92210

ADDENDUM TO LICENSE AGREEMENT

Page 2 of 3

Palm Desert  
44-530 San Pablo Ave., #101  
Palm Desert, CA. 92260

Palm Springs- Downtown  
123 N. Palm Canyon Dr.  
Palm Springs, CA 92262  
760/325-9091

Indian Wells (Commercial)  
74-996 Hwy 111  
Indian Wells, CA 92210  
760/674-3452

La Quinta  
47-250 Washington Street Ste. B  
La Quinta, CA 92253  
760/564-9685

Desert Hot Springs  
66337 Pierson Blvd.  
Desert Hot Springs, CA 92240  
760/329-3130

Rancho Mirage  
36101 Bob Hope Drive, Ste. F-2  
Rancho Mirage, CA 92270  
760/770-6801

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities,

confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

EXECUTION

WSC:

WINDERMERE REAL ESTATE SERVICES  
COMPANY



By Geoffrey P. Wood  
Its Chief Executive Officer

LICENSEE:

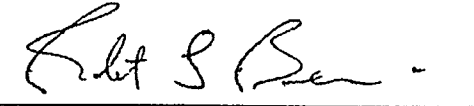
Bennion & Deville Fine Homes, Inc.

 (signature)

By Joseph R. Deville  
Its President

PRINCIPALS OF LICENSEE

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.



Robert L. Bennion



Joseph R. Deville

COPY

ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE

THIS ADDENDUM is made and entered into as of April 1, 2005 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

RECITALS

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs-Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

The agreement further provided that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

AGREEMENT

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Rancho Mirage at The Springs  
174 Yale Drive  
Rancho Mirage, CA 92270

ADDENDUM TO LICENSE AGREEMENT  
Page 2 of 3

Indian Wells (Main)  
74-850 Highway 111  
Indian Wells, CA 92210

Palm Desert  
44-530 San Pablo Ave., #101  
Palm Desert, CA. 92260

Palm Springs- Downtown  
123 N. Palm Canyon Dr.  
Palm Springs, CA 92262  
760/325-9091

Indian Wells (Commercial)  
74-996 Hwy 111  
Indian Wells, CA 92210  
760/674-3452

La Quinta  
47-250 Washington Street Ste. B  
La Quinta, CA 92253  
760/564-9685

Desert Hot Springs  
66337 Pierson Blvd.  
Desert Hot Springs, CA 92240  
760/329-3130

Rancho Mirage  
36101 Bob Hope Drive, Ste. F-2  
Rancho Mirage, CA 92270  
760/770-6801

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

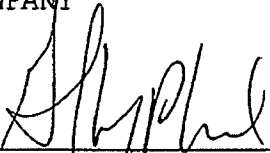


This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities, confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

EXECUTION

**WSC:**

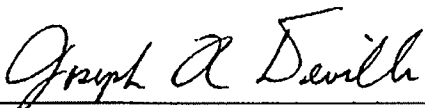
WINDERMERE REAL ESTATE SERVICES  
COMPANY

  
\_\_\_\_\_  
By Geoffrey P. Wood  
Its Chief Executive Officer

Date 3/25/05

**LICENSEE:**

Bennion & Deville Fine Homes, Inc.

  
\_\_\_\_\_  
By Joseph R. Deville  
Its President

Date 3-4-11-05

**PRINCIPALS OF LICENSEE**

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.

  
\_\_\_\_\_  
Robert L. Bennion

  
\_\_\_\_\_  
Joseph R. Deville

COPY

ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE

THIS ADDENDUM is made and entered into as of July 1, 2005 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

RECITALS

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs-Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

The agreement further provided that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

AGREEMENT

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Rancho Mirage- The Club at Morningside  
1 Johnar Boulevard  
Rancho Mirage, CA 92270

Rancho Mirage at The Springs  
174 Yale Drive  
Rancho Mirage, CA 92270

Indian Wells (Main)  
74-850 Highway 111  
Indian Wells, CA 92210

Palm Desert  
44-530 San Pablo Ave., #101  
Palm Desert, CA. 92260

Palm Springs- Downtown  
123 N. Palm Canyon Dr.  
Palm Springs, CA 92262  
760/325-9091

Indian Wells (Commercial)  
74-996 Hwy 111  
Indian Wells, CA 92210  
760/674-3452

La Quinta  
47-250 Washington Street Ste. B  
La Quinta, CA 92253  
760/564-9685

Desert Hot Springs  
66337 Pierson Blvd.  
Desert Hot Springs, CA 92240  
760/329-3130

Rancho Mirage  
36101 Bob Hope Drive, Ste. F-2  
Rancho Mirage, CA 92270  
760/770-6801

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

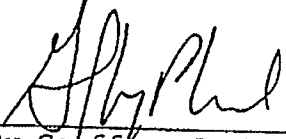
NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities, confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

EXECUTION

**WSC:**

WINDERMERE REAL ESTATE SERVICES  
COMPANY

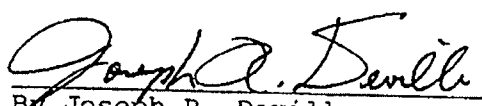
  
\_\_\_\_\_

By Geoffrey P. Wood  
Its Chief Executive Officer

Date 8/29/05

**LICENSEE:**

Bennion & Deville Fine Homes, Inc.

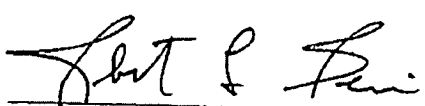
  
\_\_\_\_\_

By Joseph R. Deville  
Its President

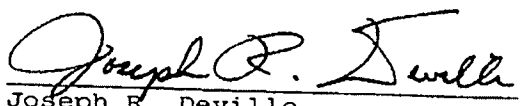
Date 6-29-05

**PRINCIPALS OF LICENSEE**

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.

  
\_\_\_\_\_

Robert L. Bennion

  
\_\_\_\_\_

Joseph R. Deville



**ADDENDUM TO FRANCHISE LICENSE AGREEMENT  
2006 FEE ADJUSTMENTS**

Franchisor:	Windermere Real Estate Services Company, a Washington Corporation (WSC)
Area Representative:	Windermere Services Southern California, Inc.
Licensee:	Bennion & DeVille Fine Homes, Inc.
Date of Original License Agreement:	8/1/2001
Date of this Addendum:	November 2, 2005

**RECITALS**

This is an addendum to the Windermere Real Estate License Agreement among WSC, the Area Representative, and the Licensee referenced above. The dates of the original agreement and of this addendum are referenced above. This addendum applies to the branch office referenced above, only. If Licensee has more than one branch a separate addendum will be completed for each branch.

The Original License continues in effect until terminated with six months' notice by either party. Franchisor has raised certain of its fees since the date of the Original License Agreement. Rather than terminating the existing Agreement and executing a new franchise agreement, Licensee has agreed to amend the Original License. In consideration of continuing the Original License currently in effect, the parties agree as follows.

**AGREEMENT**

1. Paragraph 5 (Fees) of the Original License is hereby deleted in its entirety and replaced with the following:

**5. Fees.**

**a. Initial Fee.**

- (i) Standard Fee (New Licensee). For the services provided by WSC and Area Representative and for the use of the Trademark and Windermere System, Licensee agrees to pay to Area Representative a non-refundable Initial Fee in the amount of \$20,000.00 in cash upon signing this Agreement.
- (ii) New Licensee with Existing Owners. If any individual principal identifies in Section A-7 above owns 50% or more of Licensee, and is also a principal in another existing Windermere licensee, then the initial fee shall be \$5,000.00.

- (iii) Transfer of Assets from Existing Licensee. If a new Licensee is acquiring 50% or more of the operating assets of another existing WSC licensee, then the initial fee shall be \$5,000.00.
- (iv) New Branch of Existing Licensee. There is no additional fee for an existing Licensee to open a new branch office.

b. Ongoing License Fees. WSC and Area Representative offer two different “structures” for payment of ongoing franchise license fees. Licensee agrees to pay to Area Representative monthly License Fees in an amount equal to either:

- (i) Five percent (5%) of the gross commissions earned and received by Licensee during the term of this Agreement; or
- (ii) Two hundred five dollars (\$205.00) multiplied by the maximum number of sales agents licensed to Licensee at any time during the month.

c. “Ramp up”. For each new branch, Ongoing Licensee Fees shall be “phased in” over the first six months that the branch is operating under the Windermere name. For purposes of this provision a “new branch” means a real estate brokerage office which has never previously operated under the Windermere name. Therefore the discount does not apply if Licensee acquires the stock or assets of another existing Windermere licensee, and assumes operation of an existing Windermere office. The discount applies to Ongoing License Fees only, and not to any of the Additional Fees. The discount applies as follows:

Month	Discount
1-2	90%
3-4	75%
5-6	50%
7-8	25%
9 and thereafter	0% (full fees due)

d. Election of Fee Structure. Multiple Branches. If Licensee has more than one branch, then Licensee may elect the fee structure to be applied to each branch separately (for instance Branch A may pay fees on the 5% basis, but Branch B pays at the flat \$205/agent rate). Unless specified otherwise, the fee structure indicated herein shall be applied to all branches of Licensee. The fee structure selected for a branch shall apply to all agents in the branch.

e. Changing Election of Fee Structure. Licensee may change the fee structure applied to any branch by giving written notice to WSC and Area Representative. The notice shall be effective beginning the first day of the next month after the notice is received. For example, if Licensee’s notice is delivered in January, then fees for all of January shall accrue based on the initial fee structure, and February fees will be calculated at the new rate. The first such change for each branch may be made at any time. Each branch shall continue paying on the newly selected fee basis for a minimum of twelve (12) months. Thereafter, each branch may elect to change its fee structure at any time, but each such subsequent change shall remain in effect for a minimum of twelve (12) months before that branch is eligible to change again.

f. When Due. License Fees shall be paid by Licensee on a monthly basis within fifteen (15) days after the close of each calendar month, or at such other convenient intervals as may be mutually agreed to by the parties. For example, fees accrued in January are due by February 15.

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

h. Late Fees, Interest, Audit. Any fees not paid within ten days of the date due will be subject to a late fee equal to ten percent (10%) of the delinquent amount. Any fees more than twenty days late shall bear interest thereafter at the lower of either the highest lawful rate or eighteen percent (18%) per annum. Licensee agrees to submit such reports regarding its gross commissions, income, transaction data, and rosters of employees, agents and assistants as WSC may reasonably request, including complete federal income tax returns, state tax returns or filings, complete annual financial statements submitted within 90 days of Licensee's year end, and periodic interim period statements of income and expense, all prepared in accordance with generally accepted accounting principles. WSC or its designated agents shall have the right to inspect and audit the books and records of Licensee at reasonable times and upon reasonable notice. In the event any audit should disclose that Licensee has underpaid any fees by two percent (2%) or more, then Licensee shall promptly pay to WSC the fees, costs and expenses incurred in connection with the audit.

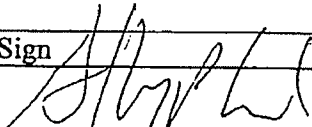
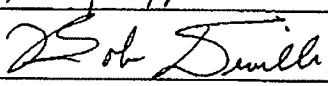

i. Fees due after Termination of Expiration. In the event of the expiration or termination of the term of this Agreement, the Area Representative shall be entitled to receive License Fees with respect to all listings and sales pending as of the date of termination. All such post-expiration or post-termination 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 15, 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 pending listings and 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 sales pending as of the date of expiration or termination.

2. Effective **January 1, 2006**, Licensee's fees shall change to the amounts shown below. That is, new rates apply to January fees, which are reported and paid in February. The new fees are:

	Franchise Fee	Technology Fee	Administration Fee
Desert Hot Springs	\$205/agent	\$12.00	\$25.00
Indian Wells	\$205/agent	\$12.00	\$25.00
Indian Wells – Commercial	\$205/agent	\$12.00	\$25.00
La Quinta	\$205/agent	\$12.00	\$25.00
Palm Desert	\$205/agent	\$12.00	\$25.00
Palm Springs	\$205/agent	\$12.00	\$25.00
Palm Springs – Downtown	\$205/agent	\$12.00	\$25.00
Rancho Mirage	\$205/agent	\$12.00	\$25.00
Rancho Mirage @ The Springs	\$205/agent	\$12.00	\$25.00
Rancho Mirage – Morningside	\$205/agent	\$12.00	\$25.00

3. Fees shall continue to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue. Reports and payments should be sent to: 74-850 Highway 111, Indian Wells, CA 92210.

4. Except as modified herein, all provisions of the Original License Agreement remain unchanged.

	Sign	Print Name/Title	Date
WSC		Geoffrey P. Wood CEO	11/2/05
Area Rep.		Bob DeVill President	11-9-05
Licensee			11-9-05





**ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE**

THIS ADDENDUM is made and entered into as of December 9, 2005 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"), and Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"), and the individual principals of Licensee identified below.

**RECITALS**

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), which granted Licensee permission to operate a real estate office using the Windermere Trademark and the Windermere System at the following location(s):

Palm Springs- Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262  
760/327-3990

The agreement further provided that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office." Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

**AGREEMENT**

1. Licensee's Original License agreement is hereby amended to allow Licensee to operate branch offices located at:

Palm Desert East  
76-300 Country Club Drive  
Palm Desert, CA 92211

Rancho Mirage- The Club at Morningside  
1 Johnar Boulevard  
Rancho Mirage, CA 92270

Rancho Mirage at The Springs  
174 Yale Drive  
Rancho Mirage, CA 92270

Indian Wells (Main)  
74-850 Highway 111  
Indian Wells, CA 92210

Palm Desert  
44-530 San Pablo Ave., #101  
Palm Desert, CA. 92260

Palm Springs- Downtown  
123 N. Palm Canyon Dr.  
Palm Springs, CA 92262  
760/325-9091

Indian Wells (Commercial)  
74-996 Hwy 111  
Indian Wells, CA 92210  
760/674-3452

La Quinta  
47-250 Washington Street Ste. B  
La Quinta, CA 92253  
760/564-9685

Desert Hot Springs  
66337 Pierson Blvd.  
Desert Hot Springs, CA 92240  
760/329-3130

Rancho Mirage  
36101 Bob Hope Drive, Ste. F-2  
Rancho Mirage, CA 92270  
760/770-6801

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch.

3. As of the date hereof, the individual principals of licensee are as follows:

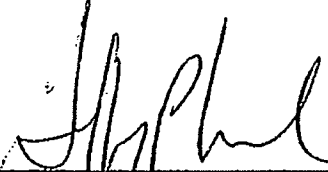
Name	Percent Interest
Robert L. Bennion	50%
Joseph R. Deville	50%

This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities, confirming their agreement to be personally bound by the terms of the license agreement and personally liable for any breach by Licensee.

**EXECUTION**

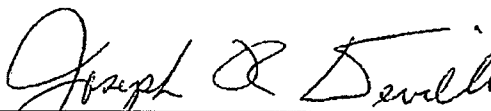
**WSC:**

**WINDERMERE REAL ESTATE SERVICES COMPANY**

  
\_\_\_\_\_  
By Geoffrey P. Wood  
Its Chief Executive Officer


**LICENSEE:**


**BENNION & DEVILLE FINE HOMES, INC.**

  
\_\_\_\_\_  
By Joseph R. Deville  
Its President

**PRINCIPALS OF LICENSEE**

The following individuals are Shareholders, Partners or Members of Licensee. By signing below, each individual acknowledges that he or she is a party to this Agreement, is personally bound by its terms, and shall be personally responsible for performance of this Agreement by Licensee.

  
\_\_\_\_\_  
Robert L. Bennion

  
\_\_\_\_\_  
Joseph R. Deville



**ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
FEE MODIFICATIONS**

THIS ADDENDUM is made and entered into as of August 27, 2007 by and between WINDERMERE REAL ESTATE SERVICES COMPANY, a Washington corporation ("WSC"); WINDERMERE SERVICES SOUTHERN CALIFORNIA, INC. ("Area Representative"); Bennion & Deville Fine Homes, Inc., dba Windermere Real Estate/Coachella Valley ("Licensee"); and the individual principals of Licensee identified below.

**RECITALS**

The parties entered into a Windermere Real Estate License Agreement dated August 1, 2001 (the "Original License"), for Licensee to operate a real estate brokerage office using the Windermere Trademarks and the Windermere System. The Original License has been subsequently amended to allow operation of additional office locations by Licensee. At Licensee's request, WSC and Area Representative have agreed to allow Licensee to defer the payment of certain fees for certain periods of time, pursuant to the terms of separate fee deferral agreements. As material consideration for the fee deferral agreement, Licensee agreed to certain modifications to its ongoing fee amounts.

Therefore the parties now agree as follows.

**AGREEMENT**

1. Effective retroactively to January 1, 2007, the per agent franchise license fee option for all offices shall be \$200.00 per agent per month, and the Technology Fee shall be \$17.00 per agent per month.
2. Effective January 1, 2008, the Technology Fee shall increase to \$22.00 per agent per month, through June 2008. Effective July 1, 2008, the Technology Fee shall increase to \$25.00 per agent per month until further notice.
3. To the extent that the terms of this Addendum conflict with the Original License, or any prior addendum thereto, this Addendum is intended to supersede and control. All other terms of the Original License, as amended, remain unchanged.

EXECUTION

WSC:

WINDERMERE REAL ESTATE SERVICES  
COMPANY

\_\_\_\_\_  
By Geoffrey P. Wood  
Its Chief Executive Officer


AREA REPRESENTATIVE:

WINDERMERE SERVICES SOUTHERN,  
CALIFORNIA, INC.

  
\_\_\_\_\_  
By Joseph R. DeVille  
Its President

LICENSEE:

BENNION & DEVILLE FINE HOMES, INC

  
\_\_\_\_\_  
By Joseph R. DeVille  
Its President

**ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR RELOCATION OF OFFICES**

Date of this Addendum	April 1, 2009
Date of Original License Agreement	August 1, 2001
Licensee	Bennion & Deville Fine Home, Inc. d/b/a Windermere Real Estate Coachella Valley
Area Representative	Windermere Services Southern California, Inc.

This is an addendum to that certain Windermere Real Estate Franchise License Agreement (the "Original License") entered into as of the date referenced above, by and among Windermere Real Estate Services Company, a Washington corporation ("WSC"); the Area Representative referenced above ("Area Representative"); the Licensee referenced above ("Licensee"); and the individual principals of Licensee identified herein.

**RECITALS**

The Original License provides that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to relocate three of its offices. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the relocation of the three offices on the terms and conditions set forth below.

**AGREEMENT**

1. WSC and Area Representative hereby grant permission for Licensee to relocate three branch offices as follows:

(Office 1)

Original Office "Common Name"	Rancho Mirage
Original Address	36101 Bob Hope Drive, Suite F-2, Rancho Mirage, CA 92270
Date original location will close	Immediate

New Office "Common Name"	Rancho Mirage
New Address	71-691 Highway 111, Rancho Mirage, CA 92270
Date new location will open	Immediate
New phone number (if changing)	760/770-6801
New Fax number (if changing)	760/770-6951

(Office 2)

Original Office "Common Name"	Windermere Services Southern California
Original Address	74-996 Highway 111, Indian Wells, CA 92210
Date original location will close	Immediate

New Office "Common Name"	Windermere Services Southern California
New Address	71-691 Highway 111, Rancho Mirage, CA 92270
Date new location will open	Immediate
New phone number (if changing)	760/770-6801
New Fax number (if changing)	760/770-6951

(Office 3)

Original Office "Common Name"	Branch Support Coachella Valley
Original Address	74-996 Highway 111, Indian Wells, CA 92270
Date original location will close	Immediate

New Office "Common Name"	Branch Support Coachella Valley
New Address	71-691 Highway 111, Rancho Mirage, CA 92270
Date new location will open	Immediate
New phone number (if changing)	760/770-6801
New Fax number (if changing)	760/770-6951

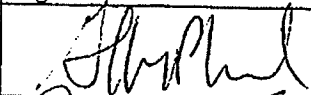

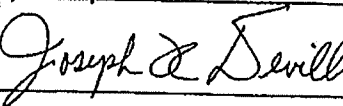
2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new location. Licensee agrees that the new location authorized herein will comply with all applicable state real estate licensing laws.

3. As of the date of this Addendum the individual principals of licensee are as follows:

NAME	PERCENTAGE INTEREST
Robert Bennion	50%
Joseph R. Deville	50%

4. Except as modified herein, all terms of the Original License agreement remain unchanged and are hereby incorporated by reference. In the event of any conflict between this addendum and any other provisions of the Original License, or prior amendments thereto, this addendum shall supersede and control.

EXECUTION

Name / Title	Signature	Date
WSC By Geoffrey P. Wood Its CEO		4-6-09
AREA REPRESENTATIVE By Joseph R. Deville Its President		4-2-09
LICENSEE By Joseph R. Deville Its President		4-2-09



**ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE**

Date of this Addendum	December 1, 2009
Date of Original License Agreement	August 1, 2001
Licensee	Bennion & Deville Fine Homes, Inc. d/b/a Windermere Real Estate/Coachella Valley
Area Representative	Windermere Services Southern California

This is an addendum to that certain Windermere Real Estate Franchise License Agreement (the "Original License") entered into as of the date referenced above, by and among Windermere Real Estate Services Company, a Washington corporation ("WSC"); the Area Representative referenced above ("Area Representative"); the Licensee referenced above ("Licensee"); and the individual principals of Licensee identified herein.

**RECITALS**

The Original License provides that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new satellite office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

**AGREEMENT**

1. WSC and Area Representative hereby grant permission for Licensee to open a new satellite office as follows:

New Office "Common Name"	La Quinta – Old Town
New Address	78065 Main Street, #1, La Quinta, CA 92253
Date new location will open	November 30, 2009
New phone number	760/564-5841
New Fax number	760/564-5890

2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch. Licensee agrees that the branch authorized herein will comply with all applicable state real estate licensing laws.

3. As of the date of this Addendum the individual principals of licensee are as follows:

NAME	PERCENTAGE INTEREST
<i>Joseph Robert Deville</i>	
Joseph Robert Deville	50%
Robert Bennion	50%

4. Except as modified herein, all terms of the Original License agreement remain unchanged and are hereby incorporated by reference. In the event of any conflict between this addendum and any other provisions of the Original License, or prior amendments thereto, this addendum shall supersede and control.

**EXECUTION**

Name / Title	Signature	Date
WSC By Geoffrey P. Wood Its CEO	<i>Geoffrey P. Wood</i>	12-15-09
AREA REPRESENTATIVE By Joseph R. Deville Its President	<i>Joseph R. Deville</i>	12-9-09
LICENSEE By Joseph R. Deville Its President	<i>Joseph R. Deville</i>	12-9-09

### FEES SCHEDULE

Date of License Agreement	December 1, 2009
Licensee Name	Bennion & Deville Fine Homes, Inc. d/b/a Windermere Real Estate/Coachella Valley
New Office Name(s) / Region	La Quinta – Old Town
The first month for which Ongoing License and Additional Fees are due:	December 2009
Initial Fee	NA

**ONGOING LICENSE FEES: (Strike those that do not apply):** N/A. This location has been approved as a "Satellite" location as defined in the Addendum to the Original License dated August 31, 2007. All terms of that addendum shall apply to this location. See updated list of offices attached as Exhibit A.

**ADDITIONAL FEES:**

- **Technology Fee:** \$25.00 per month per licensed agent and agent assistant for basic service; additional fees apply for additional service.
- **Institutional Marketing Fee:** \$25.00 per licensed agent and agent assistant per month.
- **Windermere Foundation Suggested Donation:** \$10.00 per transaction side for each closed transaction.

Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

	INITIALS	DATE
LICENSEE	<i>JRD</i>	12-9-09
WSC	<i>JRD</i>	12-9-09

EXHIBIT A  
BRANCHES AND SATELLITES  
AS OF 12/01/2009

Branch Support	71-691 Highway 111 Rancho Mirage, CA 92270	n/a
Garner Valley	59465 State Highway 74 Mountain Center, CA 92561	Satellite 2 agents
Indian Wells-Luxury Homes & Estates	74-996 Hwy 111 Indian Wells, CA 92210	Satellite 12 agents. (Same location as Indian Wells-Main)
Indian Wells – Main	74-850 Hwy 111 Indian Wells, CA 92210	Branch
La Quinta	47-250 Washington St., Ste B La Quinta, CA 92253	Branch
La Quinta – Old Town	78065 Main Street, #100 La Quinta, CA 92253	Satellite 0 Agents
Palm Desert Commercial	44-530 San Pablo Ave, Ste 101 Palm Desert, CA 92260	Satellite 4 agents (shares space with San Pablo branch)
Palm Desert – Cook & <sup>Houley</sup> <del>Hovely</del>	41990 Cook Street, Bldg. 1 Palm Desert, CA 92211	Branch
Palm Desert – Deep Canyon Tennis Club	73120 Frank Feltrop Circle Palm Desert, CA 92260	Satellite 1 Agent
Palm Desert – San Pablo	44-530 San Pablo Ave, Suite 101 Palm Desert, CA 92260	Branch
Palm Springs	850 N Palm Canyon Dr Palm Springs, CA 92262	Branch
Palm Springs – South	2465 E. Palm Canyon Drive #605 Palm Springs, CA 92264	Branch
Rancho Mirage	71-691 Highway 111 Rancho Mirage, CA 92270	Branch
Rancho Mirage – The Club at Morningside	1 Johnar Blvd. Rancho Mirage, CA 92270	Satellite 1 Agent
Rancho Mirage at The Springs	174 ½ Yale Drive Rancho Mirage, CA 92270	Satellite 3 Agents
<p>TOTAL: 14 Branches: 7 @ \$5,000/month Satellites: 7 @ no charge Branch Support: 1 @ no charge</p>		

**ADDENDUM TO  
WINDERMERE REAL ESTATE LICENSE AGREEMENT  
PERMISSION FOR ADDITION OF BRANCH OFFICE**

Date of this Addendum	April 28, 2010
Date of Original License Agreement	August 1, 2001
Licensee	Bennion & Deville Fine Homes, Inc.
Licensed Name	Windermere Real Estate Coachella Valley
Area Representative	Windermere Services Southern California

This is an addendum to that certain Windermere Real Estate Franchise License Agreement (the "Original License") entered into as of the date referenced above, by and among Windermere Real Estate Services Company, a Washington corporation ("WSC"); the Area Representative referenced above ("Area Representative"); the Licensee referenced above ("Licensee"); and the individual principals of Licensee identified herein.

**RECITALS**

The Original License provides that Licensee "must receive the approval and permission of WSC to open any additional branch offices or to relocate any office."

Licensee has requested permission to open a new branch office location. In consideration of the mutual promises and covenants set forth herein, WSC hereby grants permission for the opening of the new office on the terms and conditions set forth below.

**AGREEMENT**

1. WSC and Area Representative hereby grant permission for Licensee to open two new branch offices as follows:

New Office "Common Name"	Indio
New Address	81-703 Highway 111, Indio, CA 92201
Date new location will open	August 1, 2010
New phone number	760/341-4141
New Fax number	760/770-6801

And

New Office "Common Name"	Cathedral City
New Address	68828 Ramon Road, Cathedral City, CA 92234
Date new location will open	July 1, 2010
New phone number	760-324-2552
New Fax number	760-324-3823

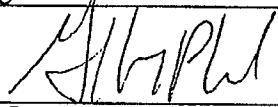
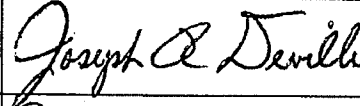
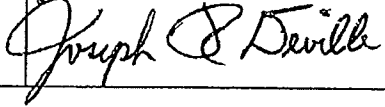
2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch. Licensee agrees that the branch authorized herein will comply with all applicable state real estate licensing laws.

3. As of the date of this Addendum the individual principals of licensee are as follows:

NAME	PERCENTAGE INTEREST
Joseph R. Deville	50%
Robert Bennion	50%

4. Except as modified herein, all terms of the Original License agreement remain unchanged and are hereby incorporated by reference. In the event of any conflict between this addendum and any other provisions of the Original License, or prior amendments thereto, this addendum shall supersede and control.

#### EXECUTION

Name / Title	Signature	Date
WSC By Geoffrey P. Wood Its CEO		8/19/10
AREA REPRESENTATIVE By Joseph R. Deville Its President		8-11-2010
LICENSEE By Joseph R. Deville Its President		8-11-2010

**FEES SCHEDULE**

Date of License Agreement	April 28, 2010
Licensee Name	Bennion and Deville Fine Homes, Inc.
New Office Name(s) / Region	Indio/SCA
The first month for which Ongoing License and Additional Fees are due:	August 2010
Initial Fee	NA

**ONGOING LICENSE FEES:** Five thousand dollars per office per month during the term of this Agreement.

**ADDITIONAL FEES:**

- **Technology Fee:** \$25.00 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 15<sup>th</sup> 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., 71-691 Highway 111, Rancho Mirage, CA 92270.

	INITIALS	DATE
LICENSEE	GRD	8-11-2010
AREA REP	GRD	8-11-2010
WSC	GPW	8-19-10

**FEES SCHEDULE**

Date of License Agreement	April 28, 2010
Licensee Name	Bennion and Deville Fine Homes, Inc.
New Office Name(s) / Region	Cathedral City/SCA
The first month for which Ongoing License and Additional Fees are due:	July 2010
Initial Fee	NA

**ONGOING LICENSE FEES:** Five thousand dollars per office per month during the term of this Agreement.

**ADDITIONAL FEES:**

- **Technology Fee:** \$25.00 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 15<sup>th</sup> 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., 71-691 Highway 111, Rancho Mirage, CA 92270.

	INITIALS	DATE
LICENSEE	GRS	8-11-2010
AREA REP	GRS	8-11-2010
WSC	GPW	8-19-10



EXHIBIT A  
BRANCHES AND SATELLITES  
AS OF 8/1/2010

Branch Support	71-691 Highway 111 Rancho Mirage, CA 92270	n/a
Cathedral City	68828 Ramon Road Cathedral City, CA 92234	Branch
Garner Valley	59465 State Highway 74 Mountain Center, CA 92561	Satellite 2 agents
Indian Wells-Luxury Homes & Estates	74-996 Hwy 111 Indian Wells, CA 92210	Satellite 12 agents
Indian Wells – Main	74-850 Hwy 111 Indian Wells, CA 92210	Branch
Indio	81-703 Highway 111 <sup>th</sup> Indio, CA 92201	Branch
La Quinta	47-250 Washington St., Ste B La Quinta, CA 92253	Branch
La Quinta – Old Town	78065 Main Street, #1 La Quinta, CA 92253	Satellite 0 Agents NOT LICENSED WITH DRE
Palm Desert Commercial	44-530 San Pablo Ave, Ste 101 Palm Desert, CA 92260 (shares space with San Pablo branch)	Satellite 4 agents
Palm Desert – Cook & Hovely	41990 Cook Street, Bldg. 1 Palm Desert, CA 92211	Branch
Palm Desert – Deep Canyon Tennis Club	73120 Frank Feltrop Circle Palm Desert, CA 92260	Satellite 1 Agent
Palm Desert – San Pablo	44-530 San Pablo Ave, Suite 101 Palm Desert, CA 92260	Branch
Palm Springs	850 N Palm Canyon Dr Palm Springs, CA 92262	Branch NOT LICENSED WITH DRE
Palm Springs – South	2465 E. Palm Canyon Drive #605 Palm Springs, CA 92264	Branch
Rancho Mirage	71-691 Highway 111 Rancho Mirage, CA 92270	Branch
Rancho Mirage – The Club at Morningside	1 Johnar Blvd. Rancho Mirage, CA 92270	Satellite 1 Agent
Rancho Mirage at The Springs	174 ½ Yale Drive Rancho Mirage, CA 92270	Satellite 3 Agents
<p>TOTAL: 15 Branches: 7 @ \$5,000/month Satellites: 7 @ no charge Branch Support: 1 @ no charge</p>		



**Office Change Announcement Request**

New Office   New Branch    Address change  
 Ownership change                      Other

Company's Legal Name	Bennion & Deville Fine Homes, Inc.
Licensed Name (as shown on real estate license)	Windermere Real Estate Southern California
Office Common (Roster) Name	Lake Arrowhead, CA
Opening/Effective Date	2/7/12
Physical Address	828 Kuffel Canyon Road, Skyforest, CA 92385
Mailing Address	828 Kuffel Canyon Road, Skyforest, CA 92385
Email Address	dcantwell@windermeresocal.com
Telephone Number	909-337-2009
Fax Number	909-337-6008
Number of Agents	2
Ownership(s) and % of ownership	Bob Bennion & Bob Deville 100%
Manager/Broker	David Cantwell
Secretary	
Bookkeeper	
Internet Coordinator	Frances Chafe
MLS	Rim O'The World
Area Representative	Southern California Services
County	San Bernardino
Local Newspaper	
Additional Information	
Submitted by and contact information	Paige Tyley, <a href="mailto:ptyley@windermeresocal.com">ptyley@windermeresocal.com</a> 760-770-6801

Please email or fax to Ruth Frantz at [ruth.frantz@windermere.com](mailto:ruth.frantz@windermere.com) or 206-526-7629



**AFFILIATE FEES SCHEDULE**

<b>License Designation</b>	<b>Windermere Real Estate Coachella Valley</b>
<b>Date of Original License Agreement</b>	<b>August 1, 2001</b>
<b>Branch Name:</b>	<b>Palm Desert East</b>

**LICENSE FEES:** Licensee elects to pay ongoing license fees on the following basis (choose one):

- Five percent (5%) of the gross commissions earned and received by Licensee during the term of this Agreement; OR
- Two hundred five dollars (\$205.00) multiplied by the maximum number of sales agents licensed to Licensee at any time during the month.

Does the Ramp Up discount apply?  YES  NO Area Rep Initials: \_\_\_\_\_

Month	Discount
1-2	90%
3-4	75%
5-6	50%
7-8	25%
9 and thereafter	0% (full fees due)

- **Technology Fee:** \$12.00 per month per licensed agent and agent assistant for basic service effective January 2005; additional fees apply for additional service, as set forth in the Uniform Franchise Offering Circular.
- **Administration Fee:** \$25.00 for each licensed sales associate per month.
- **Windermere Foundation Suggested Donation:** \$10.00 per transaction side for each closed transaction.

The first month for which fees are dues is December 2005. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for December are due by January 15<sup>th</sup>. Your payments should be payable to **Windermere Services Southern California, Inc.** and sent with your accounting information to the following address:

Windermere Services Southern California, Inc.  
 74-850 Highway 111  
 Indian Wells, CA 92210  
 (760) 327-3990

	INITIALS	DATE
Bob Bennion Owner Bennion and DeVille Fine Homes, Inc	<i>JB</i>	12-9-05
Bob DeVille, Area Rep Windermere Southern California	<i>BD</i>	12-9-05
Geoffrey P. Wood, CEO WSC	<i>GPW</i>	12-9-05



**M E M O R A N D U M**

**Date:** June 22<sup>nd</sup>, 2009  
**To:** All Windermere Owners  
**From:** Tim Wissner, CFO Windermere Services Company  
**RE:** Monthly Statistical Reporting (MSR) Due Date Change for 2010

Beginning January 1<sup>st</sup>, 2010 the due date for submitting your office Monthly Statistical Report (MSR) will change to the 5<sup>th</sup> business day of each month (currently the 15<sup>th</sup> day). So as not to create a hardship for your office the due date for payment of fees will remain the 15<sup>th</sup> of each month. With six months of advance notice the hope is that you have plenty of time to prepare for and institute the change.

Our goal with this shift in reporting is that by receiving more timely information we will be able to better understand and respond to changing business in your marketplace.

Please be kind enough to notify your bookkeeper of this change. If you have any questions feel free to call me directly at (206) 527-3801.

MSR DUE DATES FOR 2010 (5<sup>th</sup> business day):

<b>December 2009</b>	<b>due January 7<sup>th</sup> 2010</b>
<b>January 2010</b>	<b>February 5<sup>th</sup></b>
<b>February</b>	<b>March 5<sup>th</sup></b>
<b>March</b>	<b>April 7<sup>th</sup></b>
<b>April</b>	<b>May 7<sup>th</sup></b>
<b>May</b>	<b>June 4<sup>th</sup></b>
<b>June</b>	<b>July 7<sup>th</sup></b>
<b>July</b>	<b>August 6<sup>th</sup></b>
<b>August</b>	<b>September 7<sup>th</sup></b>
<b>September</b>	<b>October 7<sup>th</sup></b>
<b>October</b>	<b>November 5<sup>th</sup></b>
<b>November</b>	<b>December 7<sup>th</sup></b>

**WINDERMERE SERVICES COMPANY  
FRANCHISE DISCLOSURE QUESTIONNAIRE - UPDATE**

**Who needs to complete this form:** The franchisor's directors, principal officers, and any other individuals who will have management responsibility relating to the sale or operation of franchises.

Name	Joseph Robert Deville
Has your WSC title changed since last year? If so please state new title, and date it became effective.	NO
Do you currently have pending against you any administrative, criminal, or material civil action alleging a violation of a franchise, antitrust, or securities law, or alleging fraud, unfair or deceptive practices, or comparable allegations. If so please explain.*	NO
Do you currently have pending against you any civil actions, other than ordinary routine litigation incidental to the business, which are material in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations. If so please explain.*	NO
Have you been a party to any material civil action involving the franchise relationship in the last fiscal year. For purposes of this section, "franchise relationship" means contractual obligations between the franchisor and franchisee directly relating to the operation of the franchised business (such as royalty payment and training obligations). If so please explain*	NO
In the ten years prior to today's date have you been convicted of or pleaded nolo contendere to any felony charge? If so please explain.*	NO
In the ten years prior to today's date have you been held liable in a civil action involving an alleged violation of a franchise, antitrust, or securities law, or involving allegations of fraud, unfair or deceptive practices, or comparable allegations. "Held liable" means that, as a result of claims or counterclaims, the person must pay money or other consideration, must reduce an indebtedness by the amount of an award, cannot enforce its rights, or must take action adverse to its interests. If yes, please explain.*	NO
Are you subject to any currently effective injunctive or restrictive order or decree resulting from a pending or concluded action brought by a public agency and relating to the franchise or to a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law? If yes please explain.*	NO

<p>In the ten years prior to today's date have you:</p> <p>(i) Filed as debtor (or had filed against it) a petition under the United States Bankruptcy Code ("Bankruptcy Code").</p> <p>(ii) Obtained a discharge of its debts under the bankruptcy Code.</p> <p>(iii) Been a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition under the Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code while, or within one year after, you held your position in the company.</p> <p>If yes please explain.**</p>	<p>NO</p>
<p>Have you been involved in any cases, actions, and other proceedings under the laws of foreign nations relating to bankruptcy?</p> <p>If yes please explain.**</p>	<p>NO</p>

I CERTIFY THAT ALL INFORMATION PROVIDED ON THIS FORM IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE:

Joseph Robert Deville  
 Sign

8-10-2010  
 Date

\* For each action identified state the title, case number or citation, the initial filing date, the names of the parties, the forum, and the relationship of the opposing party to the franchisor (for example, competitor, supplier, lessor, franchisee, former franchisee, or class of franchisees). Summarize the legal and factual nature of each claim in the action, the relief sought or obtained, and any conclusions of law or fact. In addition, state:

- (i) For pending actions, the status of the action.
- (ii) For prior actions, the date when the judgment was entered and any damages or settlement terms.
- (iii) For injunctive or restrictive orders, the nature, terms, and conditions of the order or decree.
- (iv) For convictions or pleas, the crime or violation, the date of conviction, and the sentence or penalty imposed.

\*\* For each bankruptcy, state:

- (i) The current name, address, and principal place of business of the debtor.
- (ii) Whether the debtor is the franchisor. If not, state the relationship of the debtor to the franchisor (for example, affiliate, officer).
- (iii) The date of the original filing and the material facts, including the bankruptcy court, and the case name and number. If applicable, state the debtor's discharge date, including discharges under Chapter 7 and confirmation of any plans of reorganization under Chapters 11 and 13 of the Bankruptcy Code.

**AFFILIATE FEE SCHEDULE**

**Licensed Designation:** Windermere Real Estate/Coachella Valley  
**Name of Office:** Desert Hot Springs  
**Office Opening Date:** September 3, 2002

The first month for which fees are due is September, 2002. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

Windermere Services Co.  
5424 Sand Point Way NE  
Seattle, WA 98105  
(206/527-3801)

LICENSEE:



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Partner  
Bennion & Deville Fine Homes, Inc.  
dba Windermere Real Estate/Coachella Valley

WSC:



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Geoffrey P. Wood  
President  
Windermere Real Estate Services, Inc.

## AFFILIATE FEE SCHEDULE

**Licensed Designation:** Windermere Real Estate/Coachella Valley  
**Name of Office:** Rancho Mirage  
**Office Opening Date:** June 19, 2003

The first month for which fees are due is June, 2003. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

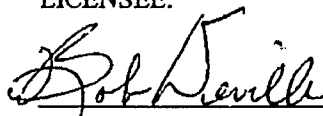
- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

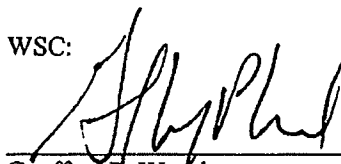
Windermere Services Co.  
5424 Sand Point Way NE  
Seattle, WA 98105  
(206/527-3801)

LICENSEE:



Partner  
Bennion & Deville Fine Homes, Inc.  
dba Windermere Real Estate/Coachella Valley

WSC:



Geoffrey H. Wood  
President  
Windermere Real Estate Services, Inc.



**AFFILIATE FEE SCHEDULE**

**Licensed Designation:** Windermere Real Estate/Coachella Valley  
**Name of Office:** La Quinta  
**Office Opening Date:** January 12, 2004

The first month for which fees are due is January, 2004. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

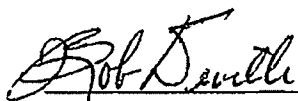
- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

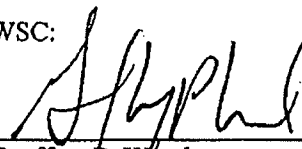
Windermere Services Co.  
5424 Sand Point Way NE  
Seattle, WA 98105  
(206/527-3801)

LICENSEE:



Partner  
Bennion & Deville Fine Homes, Inc.  
dba Windermere Real Estate/Coachella Valley

WSC:



Geoffrey P. Wood  
President  
Windermere Real Estate Services, Inc.

ORIGINAL

AFFILIATE FEE SCHEDULE

**Licensed Designation:** Windermere Real Estate/Coachella Valley  
**Name of Office:** Indian Wells  
**Office Opening Date:** May 1, 2004

The first month for which fees are due is May, 2004. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for January are due by February 15th.


- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

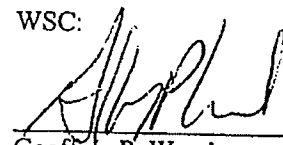
Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

Windermere Services Co.  
5424 Sand Point Way NE  
Seattle, WA 98105  
(206/527-3801)

LICENSEE:

  
\_\_\_\_\_  
Joseph R. Deville  
Partner  
Bennion & Deville Fine Homes, Inc.  
dba Windermere Real Estate/Coachella Valley

WSC:

  
\_\_\_\_\_  
Geoffrey P. Wood  
President  
Windermere Real Estate Services, Inc.

**AFFILIATE FEE SCHEDULE**

**Licensed Designation:** Windermere Real Estate/Coachella Valley, Inc.  
**Name of Office(s):** Palm Springs- Downtown  
**Office Opening Date:** August 1, 2004


The first month for which fees are due is August 2004. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for August are due by September 15th.

- **Technology Fee:** \$10 per month per licensed agent and agent assistant through December 2004; \$12 per month per licensed agent and assistant effective January, 2005.
- **License Fee:** Five percent (5%) of gross revenues, as defined in the License Agreement, with a "phase-in" discount as follows: 90% discount for the first two months, 75% for months three and four; 50% for months five and six; 25% for months seven and eight. Discount terminates and full License Fees are due beginning in the ninth month.
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

Windermere Services Co.  
 5424 Sand Point Way NE  
 Seattle, WA 98105

<b>Windermere Real Estate Services Co.</b>	<b>Bennion &amp; Deville Fine Homes, Inc. Dba Windermere Real Estate/Coachella Valley</b>
	
By Geoffrey P. Wood	By Joseph R. Deville
Chief Executive Officer	Its President
Date:	Date:

**AFFILIATE FEE SCHEDULE**

**Licensed Designation:** Windermere Real Estate/Coachella Valley, Inc.  
**Name of Office(s):** Palm Desert  
**Office Opening Date:** December 1, 2004

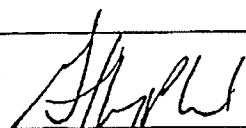
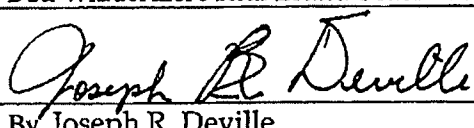
The first month for which fees are due is **January 2005**. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for December are due by January 15th.

- **Technology Fee:** \$10 per month per licensed agent and agent assistant through December 2004; \$12 per month per licensed agent and assistant effective January, 2005.
- **License Fee:** Five percent (5%) of gross revenues, as defined in the License Agreement, with a "phase-in" discount as follows: 90% discount for the first two months, 75% for months three and four; 50% for months five and six; 25% for months seven and eight. Discount terminates and full License Fees are due beginning in the ninth month.
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

Windermere Services Co.  
 5424 Sand Point Way NE  
 Seattle, WA 98105

<b>Windermere Real Estate Services Co.</b>	<b>Bennion &amp; Deville Fine Homes, Inc. Dba Windermere Real Estate/Coachella Valley</b>
	
By Geoffrey P. Wood	By Joseph R. Deville
Chief Executive Officer	Its President
Date: 3/11/04	Date:

**AFFILIATE FEE SCHEDULE**

**Licensed Designation:** Windermere Real Estate/Coachella Valley, Inc.  
**Name of Office(s):** Indian Wells #2 (74850 Hwy 111)  
**Office Opening Date:** January 1<sup>st</sup>, 2005

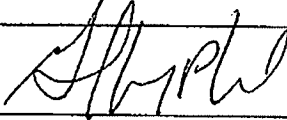
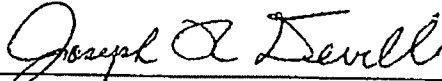
The first month for which fees are due is **January 2005**. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

- **Technology Fee:** \$12 per month per licensed agent and assistant.
- **License Fee:** Five percent (5%) of gross revenues, as defined in the License Agreement, with a "phase-in" discount as follows: 90% discount for the first two months, 75% for months three and four; 50% for months five and six; 25% for months seven and eight. Discount terminates and full License Fees are due beginning in the ninth month.
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Southern California, Inc.** and sent with your accounting information to the following address:

Windermere Services Southern California, Inc.  
 74-996 Highway 111  
 Indian Wells, CA 92210

<b>Windermere Real Estate Services Co.</b>	<b>Bennion &amp; Deville Fine Homes, Inc. Db a Windermere Real Estate/Coachella Valley</b>
	
By Geoffrey P. Wood	By Joseph R. Deville
Chief Executive Officer	President
Date: 11/22/04	Date:

  
**Windermere**  
Windermere Services Company

**March 25<sup>th</sup>, 2005**

Mr. Bob Bennion  
Mr. Bob Deville  
Windermere Real Estate/Coachella Valley  
850 N Palm Canyon Dr.  
Palm Springs, CA 92262


RE: License Agreement & Fee Schedule for Rancho Mirage at The Springs, Ca.

Dear Bob & Bob,

Enclosed please find the addendum to your license agreement for the addition of a branch office in Rancho Mirage at The Springs. Please be kind enough to sign the addendum where indicated and return the original to Services in Seattle.

We are very pleased by your continuing success and welcome the opportunity to add the second Rancho Mirage office to the Windermere network. Congratulations!

Sincerely,

  
Geoffrey P. Wood  
Chief Executive Officer

Enc.

*original mailed  
back to  
4/18/05 B*

**Windermere Services Company**

5424 Sand Point Way NE • Seattle, WA 98105 • 206/527-3801 • Fax 206/526-7629 • E-mail [wsc@windermere.com](mailto:wsc@windermere.com)

**AFFILIATE FEE SCHEDULE**

**Licensed Designation:** Windermere Real Estate/ Coachella Valley, Inc.  
**Name of Office(s):** Rancho Mirage at The Springs  
**Office Opening Date:** May 1<sup>st</sup>, 2005

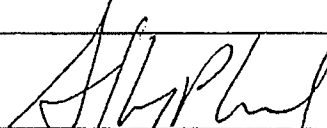

The first month for which fees are due is \_\_\_\_\_ 2005. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for May are due by June 15th.

- **Technology Fee:** \$12 per month per licensed agent and assistant.
- **License Fee:** Five percent (5%) of gross revenues, as defined in the License Agreement, with a "phase-in" discount as follows: 90% discount for the first two months, 75% for months three and four; 50% for months five and six; 25% for months seven and eight. Discount terminates and full License Fees are due beginning in the ninth month.
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Southern California, Inc.** and sent with your accounting information to the following address:

Windermere Services Southern California, Inc.  
 74-996 Highway 111  
 Indian Wells, CA. 92210

<b>Windermere Real Estate Services Co.</b>	<b>Bennion &amp; Deville Fine Homes, Inc. Dba Windermere Real Estate/Coachella Valley</b>
	
By Geoffrey P. Wood	By Joseph R. Deville
Chief Executive Officer	Its President
Date: 8.25.05	Date: 4-11-05

**AFFILIATE FEE SCHEDULE**

**Licensed Designation:** Windermere Real Estate/ Coachella Valley  
**Name of Office(s):** Rancho Mirage- The Club at Morningside  
**Office Opening Date:** July 1<sup>st</sup>, 2005

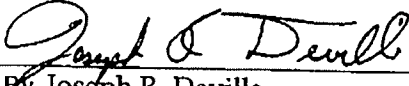
The first month for which fees are due is **July, 2005**. Fees are to be reported and paid by the 15<sup>th</sup> of the month following the month in which they accrue, i.e. fees for July are due by August 15th.

- **Technology Fee:** \$12 per month per licensed agent and assistant.
- **License Fee:** Five percent (5%) of gross revenues, as defined in the License Agreement, with a "phase-in" discount as follows: 90% discount for the first two months, 75% for months three and four; 50% for months five and six; 25% for months seven and eight. Discount terminates and full License Fees are due beginning in the ninth month.
- **Administrative Fee:** \$25 per agent per month
- **Windermere Foundation Fee:** \$7.50 per transaction side for each closed transaction

*Please note: the Transition Discount applies to monthly license fee only and declines over an 8 month period.*

Your payments should be payable to **Windermere Services Southern California, Inc.** and sent with your accounting information to the following address:

Windermere Services Southern California, Inc.  
 74-996 Highway 111  
 Indian Wells, CA. 92210

<b>Windermere Real Estate Services Co.</b>	<b>Bennion &amp; Deville Fine Homes, Inc. Dba Windermere Real Estate/Coachella Valley</b>
	
By Geoffrey P. Wood	By Joseph R. Deville
Chief Executive Officer	Its President
Date:	Date: 6.29.05



  
**Windermere**  
Windermere Services Company

November 2<sup>nd</sup>, 2005

*mailed signed  
agreement to WSC  
11.17.05 vj*

Mr. Bob Deville, President  
Windermere Real Estate/ Coachella Valley, Inc.  
74-850 Highway 111  
Indian Wells, CA. 92210

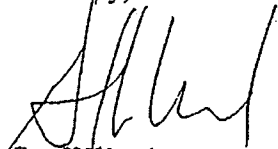
Dear Bob,

Enclosed please find the addendum to your license agreement regarding the fee increase effective January 1<sup>st</sup>, 2006. The addendum completely replaces the existing fees section of your existing license agreement, including the section on initial franchise fees. To avoid any confusion, this does not mean that you owe any additional initial fee at this time. We included it just so you are aware what the current fee structure is for new companies joining the Windermere system. As always, there is no fee for you to add a branch office under your existing license.

Please be kind enough to sign the addendum, keep a copy for your files and send the original to Windermere Services in Seattle.

If you have any questions about this addendum, or the fee adjustment process overall, please don't hesitate to call. We appreciate your continuing affiliation with Windermere, and look forward to the continued growth of our business together, to our mutual benefit.

Sincerely,



Geoff Wood  
Windermere Services Co.

**Windermere Services Company**

5424 Sand Point Way NE • Seattle, WA 98105 • 206/527-3801 • Fax 206/526-7629 • E-mail [wsc@windermere.com](mailto:wsc@windermere.com)