

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as those standards, methods, procedures, techniques, specifications and programs may be added to, changed, modified, withdrawn or otherwise revised by WSC (herein collectively referred to as the "Windermere System"), and (iii) all goodwill connected with the Trademark and the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.

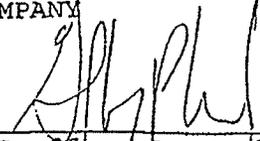
Licensee agrees to maintain and keep in force during the term of this Agreement, for the mutual benefit of WSC and the Licensee, all forms of necessary business insurance, with deductible provisions acceptable to WSC, including, but not limited to: Worker's Compensation insurance as required by law, 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:

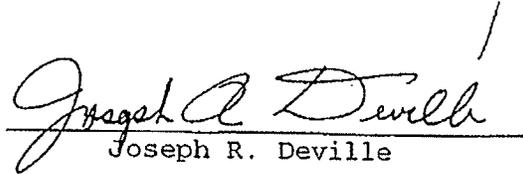
WINDERMERE REAL ESTATE SERVICES
COMPANY

By 
Geoffrey P. Wood
President

LICENSEE:

By 
Robert L. Bennion

Principal (Shareholder, Partner
or Member) of Licensee


Joseph R. Deville

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 15th 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:

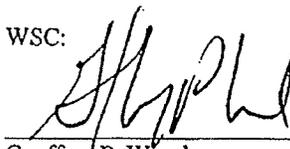
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
(206/527-3801)

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

RECITALS

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

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

1. Definitions

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

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

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

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

Name	% Ownership
Bob Deville	% 50
Bob Bennion	% 50

1.5 "Region" shall mean the State of California.

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

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

2. Grant of Area Representation Rights.

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

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

3. Administration of Windermere System.

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

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

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

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

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

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

4. Term and Termination.

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

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

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

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

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

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

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

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

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

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

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

5. Anticipated Effective Date.

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

6. Retention of Proprietary Interest in Name and Trademark.

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

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

7. Franchise Registration or Compliance.

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

8. Terms of Licensees' Agreements.

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

9. **Area Representation Fee.**

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

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

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

11. **Administration Fee.**

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

12. **Windermere Foundation.**

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

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

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

13. Technology Fees

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

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

14. No Exclusive Territory.

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

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

15. Relationship of Parties.

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

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

16. No Restriction - WSC.

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

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

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

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

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

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

18. Entire Agreement.

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

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

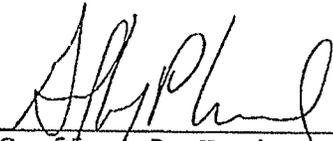
20. Arbitration. Except for equitable or injunctive relief involving intellectual property rights, the parties hereto shall submit any other dispute or controversy arising out of or related to this Agreement to binding arbitration before the American Arbitration Association pursuant to the rules of the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

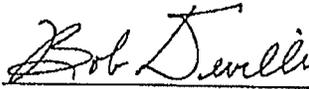
21. Attorney's Fees and Costs.

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

WINDERMERE REAL ESTATE
SERVICES COMPANY

AREA REPRESENTATIVE

By 
Geoffrey P. Wood
Chief Executive Officer

By 
Bob Deville, President

Date: 5/1/04

Date: 5-1-04

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

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

1. San Diego Branches

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

2. Coachella Valley Offices Licensing Fees

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

3. Other Initiation Fees and Licensing Fees

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

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

4. Administrative Fee

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

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

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

4.2 For the period 1/1/06 forward:

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

4.3 Administrative Fee increases:

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

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

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

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

EXHIBIT B
AREA REPRESENTATIVE'S
APPROVED ORGANIZATIONAL DOCUMENTS

EXHIBIT 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.

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:

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:

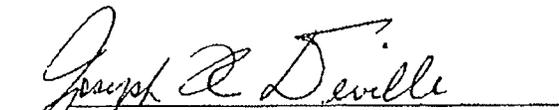
Bennion & Deville Fine Homes, Inc.

 (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.

RECITALS

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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
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:

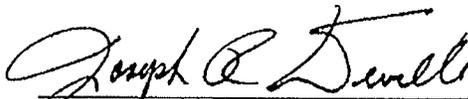
WINDERMERE REAL ESTATE SERVICES
COMPANY



By Geoffrey P. Wood
Its Chief Executive Officer

LICENSEE:

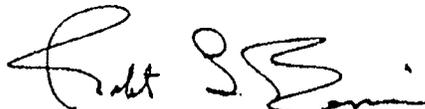
Bennion & Deville Fine Homes, Inc.



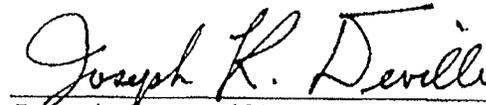
(signature)
By Joseph R. Deville
Its President

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)

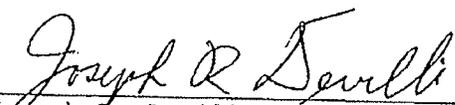
By Joseph R. Deville
Its President

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:

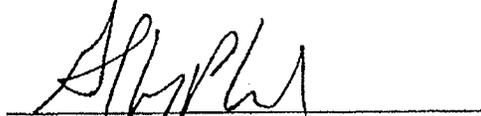
NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

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:

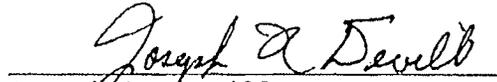
Bennion & Deville Fine Homes, Inc.

 (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 %

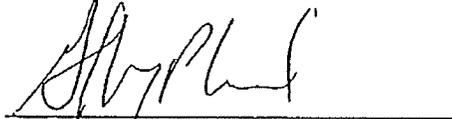
This Addendum is conditioned upon its execution by all individual principals named above, in their personal capacities,

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

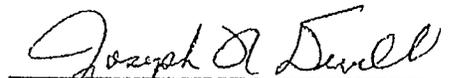
LICENSEE:

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:

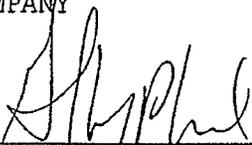
NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

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

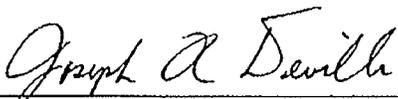


By Geoffrey P. Wood
Its Chief Executive Officer

Date 3/25/05

LICENSEE:

Bennion & Deville Fine Homes, Inc.

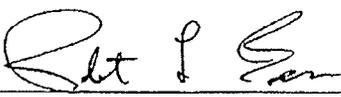


By Joseph R. Deville
Its President

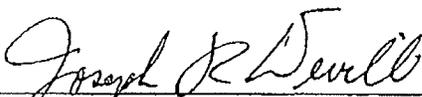
Date 3-4-11-05

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

ADDENDUM TO LICENSE AGREEMENT
Page 2 of 3

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:

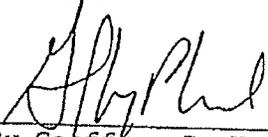
NAME	PERCENTAGE INTEREST
Robert L. Bennion	50 %
Joseph R. Deville	50 %

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

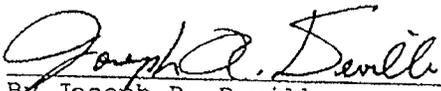


By Geoffrey P. Wood
Its Chief Executive Officer

Date 8/29/05

LICENSEE:

Bennion & Deville Fine Homes, Inc.

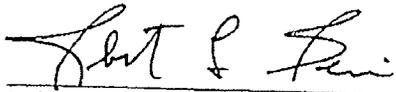


By Joseph R. Deville
Its President

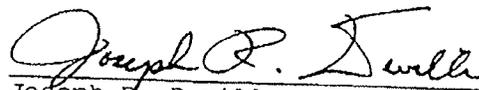
Date 6-29-05

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 & DeVile 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.

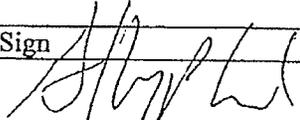
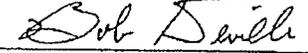
i. Fees due after Termination of Expiration. In the event of the expiration or termination of the term of this Agreement, the Area Representative shall be entitled to receive License Fees with respect to all listings and sales pending as of the date of termination. All such post-expiration or post-termination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

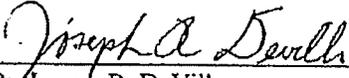
WSC:

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

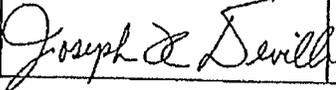
2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new location. Licensee agrees that the new location authorized herein will comply with all applicable state real estate licensing laws.

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 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

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

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 & ^{Hovely} 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
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

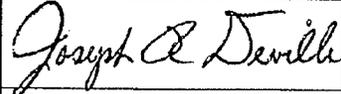
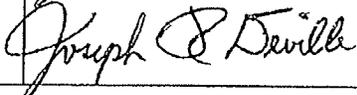
2. All terms of the Original License agreement are hereby incorporated by reference, and shall apply to operation of the new branch. Licensee agrees that the branch authorized herein will comply with all applicable state real estate licensing laws.

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

FEE 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 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th. Your payments should be payable to Windermere Services Southern California, Inc., 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

FEE 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 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th. Your payments should be payable to Windermere Services Southern California, Inc., 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

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 th 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@windermersocal.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, ptyley@windermersocal.com 760-770-6801

Please email or fax to Ruth Frantz at ruth.frantz@windermere.com or 206-526-7629



AFFILIATE FEES SCHEDULE

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

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 15th of the month following the month in which they accrue, i.e. fees for December are due by January 15th. 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	AB	12-9-05
Bob DeVille, Area Rep Windermere Southern California	BD	12-9-05
Geoffrey P. Wood, CEO WSC	GPW	12-9-05



M E M O R A N D U M

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

Beginning January 1st, 2010 the due date for submitting your office Monthly Statistical Report (MSR) will change to the 5th business day of each month (currently the 15th day). So as not to create a hardship for your office the due date for payment of fees will remain the 15th 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 (5th business day):

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

**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 15th 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:

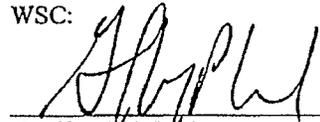
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
(206/527-3801)

LICENSEE:



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

WSC:



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

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 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

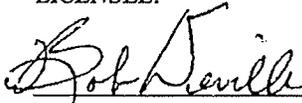
- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:**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

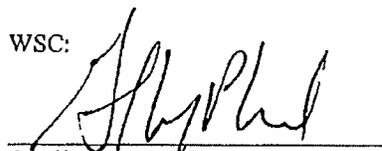
Windermere Services Co.
5424 Sand Point Way NE
Seattle, WA 98105
(206/527-3801)

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 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

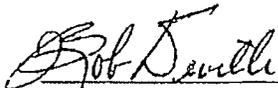
- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:** \$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 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

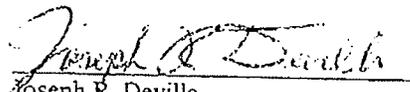
- **Technology Fee:** \$10 per month per licensed agent and agent assistant
- **Windermere License Fee Transition Discount:** 90% of monthly Gross Commission Income for first two months, 75% the second two months, 50% the third two months, 25% for the seventh and eighth month
- **Administrative Fee:**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

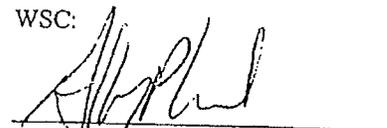
Your payments should be payable to **Windermere Services Co.** and sent with your accounting information to the following address:

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 15th 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

Windermere Real Estate Services Co.	Bennion & Deville Fine Homes, Inc. Dba Windermere Real Estate/Coachella Valley
	
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

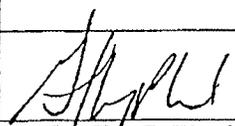
The first month for which fees are due is **January 2005**. Fees are to be reported and paid by the 15th of the month following the month in which they accrue, i.e. fees for December are due by January 15th.

- **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

Windermere Real Estate Services Co.	Bennion & Deville Fine Homes, Inc. Dba Windermere Real Estate/Coachella Valley
	
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 1st, 2005

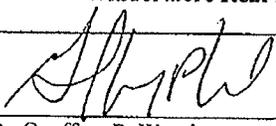
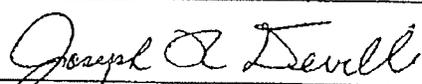
The first month for which fees are due is **January 2005**. Fees are to be reported and paid by the 15th of the month following the month in which they accrue, i.e. fees for January are due by February 15th.

- **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

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


Windermere
Windermere Services Company

March 25th, 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
4/15/05
BZ*

Windermere Services Company

5424 Sand Point Way NE • Seattle, WA 98105 • 206/527-3801 • Fax 206/526-7629 • E-mail 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 1st, 2005

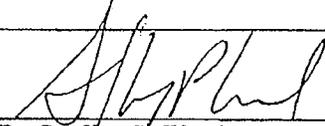
The first month for which fees are due is _____ 2005. Fees are to be reported and paid by the 15th of the month following the month in which they accrue, i.e. fees for May are due by June 15th.

- **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

Windermere Real Estate Services Co.	Bennion & Deville Fine Homes, Inc. Dba Windermere Real Estate/Coachella Valley
	
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 1st, 2005

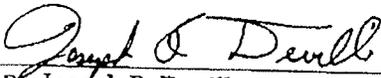
The first month for which fees are due is **July, 2005**. Fees are to be reported and paid by the 15th of the month following the month in which they accrue, i.e. fees for July are due by August 15th.

- **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.

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


Windermere
Windermere Services Company

*mailed signed
agreement to WSC
11.17.05 vj*

November 2nd, 2005

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 1st, 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

EXHIBIT D



FRANCHISE LICENSE AGREEMENT

1. Date of this Agreement:	March 29, 2011	
2. Licensee's Legal Name	Bennion & Deville Fine Homes SoCal, Inc.	
3. Business Name as shown on Real Estate License	Windermere Real Estate SoCal	
4. "Common Name" and Address of Main Office	La Mesa 8080 La Mesa Blvd. Suite 204 La Mesa, CA 92270	
5. "Common Name" and Address of Branch Office(s)	Laguna Niguel 27611 La Paz Road, Suite D Laguna Niguel, CA 92677 Carmel Valley 12925 El Camino Real, Suite J27 San Diego, CA 92130 Solano Beach – Lomas Santa Fe 124 Lomas Santa Fe, Suite 206 Solana Beach, CA 92075	
6. Principals of Licensee	Name	% Owned
	Joseph R. Deville	50%
	Robert Bennion	50%
7. Projected Date that Licensee will commence doing business under the Windermere name	March 30, 2011	

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

RECITALS:

- A. WSC is the owner of: (i) the trade names "Windermere" and "Windermere Real Estate", and the Windermere logo which appears at the top of the first page of this Agreement (herein collectively referred to as the "Trademark"); (ii) the standards, methods, procedures, techniques, specifications and programs developed by WSC for the establishment, operation and promotion of independently owned real estate brokerage offices, as those standards, methods, procedures, techniques, specifications and programs may be added to, changed, modified, withdrawn or otherwise revised by WSC (herein collectively referred to as the "Windermere System"); (iii) related and associated trademarks, service marks and logotypes other than the Trademark; and (iv) all goodwill connected with the Trademark and the Windermere System. WSC has the exclusive right to use and license others to use the Trademark and the Windermere System.
- B. WSC has granted to the Area Representative the right to offer licenses to use the Trademark in Southern California (the "Region") and to administer the Windermere System in the Region in accordance with this Agreement.
- C. Licensee desires to obtain and benefit from the right to use the Trademark and the Windermere System and the services to be provided by WSC and Area Representative under the terms set forth in this Agreement.

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

1. **Grant of License.** Subject to the terms and conditions specified herein, WSC hereby grants to Licensee the revocable and non-exclusive right during the term of this Agreement to use the Trademark and Windermere System only in the conduct of real estate brokerage services. Licensee agrees that during the entire term of this Agreement, including the period of notice of expiration of the term, Licensee will in good faith actively and with Licensee's best efforts engage in the real estate brokerage business using the Trademark. During the term of this Agreement neither Licensee, nor any of its Principals, will either directly or indirectly, (i) engage in any other competing real estate brokerage activity or (ii) sell all or any part of Licensee's real estate brokerage business or operating assets (including pending sales and listings) to a person or entity engaged in the real estate brokerage business.

2. **Locations; No Exclusive Territory.**

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

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

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

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

4. Compliance with Laws; REALTOR® Association Membership Required.

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

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

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

the extent necessary in the procurement of any protection of or to protect any of WSC's rights in and to the Trademark and the Windermere System or any rights pertaining thereto.

6. Protection of Trademark.

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

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

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

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

e. Licensee must notify WSC or Area Representative of any challenge to Licensee's use of the Trademark. If Licensee is named as a party in any administrative or judicial proceeding alleging trademark infringement or unfair competition based on Licensee's use of the Trademark, or if Licensee becomes subject to a restraint on its use of the Trademark in connection with its real estate brokerage business, WSC will indemnify Licensee and defend any such proceeding at its own expense. WSC shall have the right to control any such litigation, including the selection of counsel, and shall have the sole right to make all decisions concerning the prosecution, defense or settlement of any litigation. WSC shall have the right to take any action, in its discretion and consistent with good business judgment to prevent infringement of

the Trademark or unfair competition against Windermere licensees. If Licensee is awarded monetary recovery in any legal proceeding arising from Licensee's use of the Trademark, WSC reserves the right to obtain reimbursement of its expenses from Licensee out of any monetary recovery awarded to Licensee as a result of WSC's intervention.

7. Fees.

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

b. **Ongoing License Fees.** For the continuing use of the Trademark and the Windermere System, Licensee agrees to pay monthly Ongoing License Fees in an amount equal to five percent (5%) of the gross commissions earned and received by Licensee during the term of this Agreement, "capped" at the level stated on the attached fee schedule. The "cap" amount represents the gross commissions earned by each agent per accounting period. For example, a cap amount of \$75,000 means that Licensee will pay Ongoing License Fees on the first \$75,000 of gross commissions earned by each agent during each annual period. The accounting period for purposes of computing the fee cap may be either a calendar year (January 1 to December 31), or it may be an anniversary year (commencing each year on the anniversary of the agent's affiliation with Licensee, or some other anniversary date as specified in a written broker/sales associate contract). Licensee shall inform Area Representative of what accounting period it will be using for purposes of calculating capped fees. The fee "cap" is subject to cancellation or change by WSC at any time by written notice.

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

d. **Fee Reports and Payments - When Due.** License Fees and Additional Fees shall be paid by Licensee on a monthly basis within five (5) days after the close of each calendar month. For example, fees accrued in January are due by February 5. Along with its monthly fee payments, Licensee shall submit a fee calculation report in the form and manner specified by WSC from time to time. Licensee will acquire, at Licensee's sole expense, any computer hardware and software required for submission of required reports to WSC, and shall upgrade such hardware and software as needed from time to time to comply with WSC reporting requirements. WSC publishes written policies and methods for fee reporting and payment – including the method for calculating the number of "agents" in each office for purposes of fees paid on a per agent basis. Licensee's fee reports and payments shall be in compliance with the then current policies and methods, which are subject to change from time to time by written notice from WSC. Licensee may not withhold payment of any License or Additional Fees, or any other amounts due to WSC or Area Representative on the grounds of the alleged non-

performance or breach of any obligations of WSC or Area Representative under this Agreement or any related agreement.

e. **Late Fees, Interest.** Any fees not paid by the tenth day of the month after they accrue will be subject to a late fee equal to ten percent (10%) of the delinquent amount, and the full amount of past due fees plus the late fee shall then bear interest at the lower of either the highest lawful rate or eighteen percent (18%) per annum. For example if Licensee owed \$5,000 for January, that amount would be due by February 5. If not paid by February 10, the amount of \$5,500 (fees due plus 10% late fee) would begin to accrue interest at the applicable rate from February 10 until paid in full. Payments on past due fees will be applied first to accrued and unpaid interest, and then to the principal (consisting of past due fees plus late fees, combined).

f. **Annual Reviews, Periodic Audits.**

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

g. **Fees due after Termination or Expiration.** In the event of the expiration or termination of the term of this Agreement, the Area Representative shall be entitled to receive Ongoing License Fees with respect to all listings and pending sales as of the date of expiration or termination. All such post-expiration or post-termination fees shall be due and payable at the time the commissions are received or receivable by Licensee. Licensee shall further pay all Additional Fees through the month in which the termination or expiration occurs as if it were a full month (for example, if termination or expiration occurs on June 10, Licensee shall nonetheless pay all fees calculated for the entire month of June on or before July 5, with no offset of pro-ration for the partial month). If after the expiration or termination date of this Agreement Licensee sells any part of its operating assets including, for instance, any part of Licensee's listings and sales agreements pending as of the date of expiration or termination, Licensee shall nevertheless continue to be obligated to make payment of all post expiration or termination fees with respect to listings and pending sales as though Licensee still owned them. After the expiration or termination date Licensee shall continue to submit reports and WSC

and/or Area Representative shall continue to have the right to inspect the books and records of Licensee insofar as they pertain to activities and/or revenues in connection with listings, and pending sales as of the date of expiration or termination.

8. Term, Expiration and Termination.

a. The term of this Agreement begins on its date and continues until it expires or is terminated as provided in this Section. The term of this Agreement expires when either Licensee or WSC give written notice to the other party of expiration of the term. Such notice must be given no less than 180 days, and no more than 366 days, prior to the expiration date specified in the notice. No cause shall be required for any party to give notice of expiration of the term, it being understood and agreed that the provisions of this paragraph are to provide for an agreed method of establishing an expiration date of the term of this Agreement; consequently, whether or not there is then a breach of this Agreement or other cause or motive for an expiration notice, is irrelevant.

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

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

1. The franchisee or the business to which the franchise relates is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the franchisee admits his inability to pay his debts as they come due;
2. The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, or any shorter period after which it is not unreasonable under the facts and circumstances for the franchisor to conclude that the franchisee does not intend to continue to operate the franchise, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond the franchisee's control;
3. The franchisor and franchisee agree in writing to terminate the franchise;
4. The franchisee makes any material misrepresentations relating to the acquisition of the franchise business or the franchisee engages in conduct which reflects materially

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

9. **Discontinuance Upon Termination.** In the event of the expiration or termination of the term of this Agreement for any reason, Licensee shall immediately discontinue all use of the Trademark, the name "Windermere," all variations of the name, and the Windermere System. Without limiting the generality of the foregoing, if Licensee is a corporation, limited liability company or other entity, Licensee's principals covenant and agree to cause the entity's formation documents to be amended to change the name of the entity if it contains the word "Windermere." Following expiration or termination, Licensee shall also transfer, or cause to be transferred to WSC any Internet domain names registered by, to, or on behalf of Licensee which include the word Windermere, or any variation thereof, or any other Trademark (whether or not registered) of WSC.

10. Non-Transferability - Right of First Refusal.

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

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

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

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

12. Indemnification - Insurance.

a. Licensee agrees to indemnify WSC and Area Representative from and against any and all claims based upon, arising out of, or in any way related to the operation of Licensee's business including, but not limited to, any intentional act, negligent act, error or omission by

Licensee or any of its agents, employees, licensees, or independent contractors, together with all attorney's fees, costs and other expenses reasonably incurred by or on behalf of WSC and Area Representative in the investigation of or defense against any such claim. The provisions of this paragraph shall survive the expiration or termination of this Agreement. In the event that any claim is tendered to Licensee under the provisions of this section for indemnity, WSC and/or Area Representative shall have the right at its election to select its own defense counsel, and to control the litigation, including the right to make any decisions concerning the compromise or settlement of any claims.

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

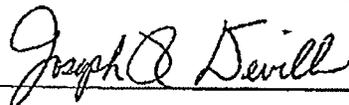
13. Governing Law, Costs and Attorneys' Fees. Notwithstanding any principals concerning conflict of laws, this Agreement shall be governed by the laws of the state in which Licensee's primary business location (as shown on the first page of this Agreement, or as subsequently modified by mutual agreement).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

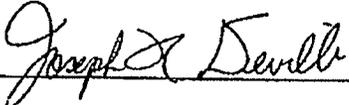
14. Integration and Amendments. This Agreement contains the entire agreement between WSC on the one hand, and Licensee on the other, regarding the subject matter thereof, and supersedes all prior or contemporaneous oral or written representations or agreements, which are merged into and superseded by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

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

statements made in the Franchise Disclosure Document provided to License, or to the terms of this Agreement.

EXECUTION

WSC	LICENSEE
 (sign)	 (sign)
By Geoffrey P. Wood	By: Joseph R. Deville
Its Chief Executive Officer	Its: President
Date: 4-5-2011	Date: 3-29-2011

AREA REPRESENTATIVE
 (sign)
By Joseph R. Deville
Its President
Date: 3-29-2011

APPENDIX 2
PERSONAL GUARANTY

Date of License Agreement	March 29, 2011
Licensee Name	Bennion & Deville Fine Homes SoCal, Inc.

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

RECITALS

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

AGREEMENT:

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

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

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

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

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

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

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

7. **MISCELLANEOUS.**

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

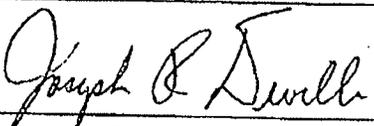
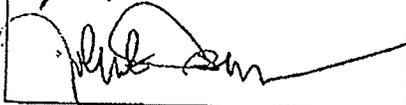
(b) The obligations and liabilities of Guarantor hereunder shall not be limited in any manner by any nonrecourse or other provisions in the instruments and agreements giving rise to the Guaranteed Obligations which may limit the liability or obligations of Licensee with respect to the Guaranteed Obligations.

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

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

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

GUARANTORS:

Sign	Print Name and Home Address	Date
	Joseph R. Deville	3-29-11
	Robert Bennion	3-29-11



Office Announcement

Date: 4/17/14
RE: **Encinitas**

Opening Date	8/1/14
Licensed Name	Windermere Real Estate SoCal, Inc.
Office Common (Roster) Name	Encinitas
Company's Legal Name	Bennion & Deville Fine Homes SoCal, Inc.
Physical Address	258C N. El Camino Real, Encinitas, CA 92024
Mailing Address	
Email Address	
Phone Number	858-345-1377 (Carlsbad # for now)
Fax Number	
Number of Agents	25-30
Ownership(s) and % of ownership	Bob Bennion & Bob Deville 100%
Secretary	
Bookkeeper	
Internet Coordinator	
MLS and contact info	
Area Representative	Windermere Services Southern California
County	
Local Newspaper	
Additional Information	



Office Announcement

Date: 4/17/14
RE: Little Italy

Opening Date	5/15/14
Licensed Name	Windermere Real Estate SoCal, Inc.
Office Common (Roster) Name	Little Italy
Company's Legal Name	Bennion & Deville Fine Homes SoCal, Inc.
Physical Address	1742 ½ India St., San Diego, CA 92101
Mailing Address	
Email Address	
Phone Number	TBD
Fax Number	
Number of Agents	20
Ownership(s) and % of ownership	Bob Bennion & Bob Deville 100%
Secretary	
Bookkeeper	
Internet Coordinator	
MLS and contact info	
Area Representative	Windermere Services Southern California
County	
Local Newspaper	
Additional Information	



Office Announcement

Date: 2/20/14

RE: Solana Beach – Lomas Santa Fe branch

Closing Date	2/21/14
Licensed Name	Windermere Real Estate SoCal, Inc.
Office Common (Roster) Name	Solana Beach – Lomas Santa Fe
Company's Legal Name	Bennion & Deville Fine Homes SoCal, Inc.
Physical Address	124 Lomas Santa Fe Drive, Suite 206, Solana Beach, CA 92076
Mailing Address	
Email Address	solanabeach@windermeresocal.com
Phone Number	858-345-1377
Fax Number	858-345-1388
Number of Agents	
Ownership(s) and % of ownership	Bob Bennion & Bob Deville 100%
Secretary	
Bookkeeper	
Internet Coordinator	
MLS and contact info	
Area Representative	Windermere Services Southern California
County	
Local Newspaper	
Additional Information	Office closing 2/21/14 and agents moving to Carlsbad office.



Office Change Announcement Request

 New office New branch Address change

 Ownership change Other

Company's Legal Name	Bennion & Deville Fine Homes SoCal, Inc.
Licensed Name (as shown on real estate license)	Windermere Real Estate SoCal
Office Common (Roster) Name	Carlsbad
Opening/Effective Date	6/27/11
Physical Address	300 Carlsbad Village Drive, Suite 217, Carlsbad, CA 92008
Mailing Address	71-691 Highway 111, Rancho Mirage, CA 92270
Email Address	carlsbad@windermeresocal.com
Telephone Number	760-893-8040
Fax Number	760-893-8041
Number of Agents	8
Owner(s) and percentages of ownership	Bob Bennion 50%, Bob Deville 50%
Manager/Broker	Brent Consedine, bconsedine@windermeresocal.com
Secretary	
Bookkeeper	
Internet Coordinator	Kirk Gregor
MLS	NSDCAR
Area Representative	Windermere Services Southern California
County	San Diego
Local Newspaper	San Diego Union-Tribune
Additional Information	
Submitted by and contact information	Paige Tyley, ptyley@windermeresocal.com, 760-409-4327

Please email or fax to Melinda Lamp at mwlamp@windermere.com or (206) 526-7629.



Office Change Announcement Request

- New office New branch Address change
 Ownership change Other

Company's Legal Name	Bennion & Deville Fine Homes SoCal, Inc.
Licensed Name (as shown on real estate license)	Windermere Real Estate SoCal
Office Common (Roster) Name	La Mesa
Opening/Effective Date	5/18/2011
Physical Address	8131 Allison Avenue, La Mesa, CA 91942
Mailing Address	71-691 Highway 111, Rancho Mirage, CA 92270
Email Address	
Telephone Number	619-741-8588 (same as before)
Fax Number	619-741-8599 (same as before)
Number of Agents	
Owner(s) and percentages of ownership	100
Manager/Broker	Jan Farley
Secretary	
Bookkeeper	
Internet Coordinator	
MLS	
Area Representative	
County	
Local Newspaper	
Additional Information	
Submitted by and contact information	

Please email or fax to Melinda Lamp at mwlamp@windermere.com or (206) 526-7629.

EXHIBIT E

CASE UPDATE: STIPULATION FOR ORDER SETTING DEPOSITION OF DEFENDANT PEGGY SHAMBAUGH—“...Mr. Shambaugh’s counsel defense lawyer, has advised counsel for Mr. Shambaugh in this action that he is available for the deposition of Ms. Shambaugh.”



Above L to R: (1) Joseph R. “Bob” Deville and (2) Bob Bennion of Windermere Services Southern California, Bennion & Deville Fine Homes, Inc., and Windermere Real Estate Coachella Valley, (3) Peggy Shambaugh, Realtor at Windermere Real Estate Coachella Valley, Indian Wells office, (4) Current Windermere Services Company governing persons John W. Jacobi, (5) Geoffrey P. Wood, (6) Jill Jacob-Hood, (7) John O’Brien, (8) Attorney Paul Drayna—MSBAR 26616, (9) and Timothy Wosner.

FIFTH AMENDMENT CASE MANAGEMENT UPDATE: “...the following additional matters be considered or determined at the case management conference (specify): Fifth Amendment Privilege Issue as to Peggy Shambaugh, defendant and major witness.”



RELATED ORANGE COUNTY CASE, No. 30-2009-00311045: Complaint alleges, “...the purchase price was raised to \$31 million, apparently to compensate for the reduction in the percentage of the commission to Windermere and Shambaugh.” Nada L. Edwards, Gary E. Kovall, Robert A. Rosette, Rosette & Associates PC, Mouton & Peebles LLP, Fredericks Peebles & Morgan LLP, sued in case referencing Windermere Coachella Valley’s Peggy Shambaugh, officially listed as an “Interested Party.” (At left) Attorney Defendant Gary E. Kovall, and wife Peggy Shambaugh, Realtor at Windermere Real Estate Coachella Valley, Indian Wells office.

CASE UPDATES: Following his federal indictment on bribery and conspiracy charges, the Court has granted a stay of this civil action against Defendant Gary Kovall, based on his assertion of his Fifth Amendment right against self-incrimination. Defendants Robert A. Rosette, Rosette & Associates PC, and Nada L. Edwards, have settled with the Plaintiffs. JURY TRIAL WITH THE REMAINING DEFENDANTS HAS COMMENCED AT 9:00 a.m. on June 4, 2012, at Orange County Superior Court, in Dept. CX103.

CASE FOCUS IN-DEPTH: COURT ORDERS PRODUCTION OF RECORDS FROM BANK OF AMERICA REGARDING GARY E. KOVALL AND (WINDERMERE REALTOR) PEGGY SHAMBAUGH—READ THE UNSUCCESSFUL “OPPOSITION TO MOTION TO ENFORCE BUSINESS RECORDS SUBPOENAS” HERE

• WINDERMERE REAL ESTATE: THE BRAND OF RUINED LIVES AND INCOMPREHENSIBLE HUMAN TRAGEDY •
SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ORANGE—CASE NO. 30-2011-00524603



WINDERMERE REAL ESTATE COACHELLA VALLEY—BENNION & DEVILLE FINE HOMES—SUED FOR WRONGFUL DEATH DUE TO NEGLIGENCE IN RENTAL HOME CHILD DROWNING.

MOTION FOR CHANGE OF VENUE FILED BY BENNION & DEVILLE FINE HOMES—SCHEDULED FOR 07/11/2012 AT 01:30 P.M. IN C19 AT CENTRAL JUSTICE CENTER: “The motion will be made on the ground that the convenience of the witnesses and the ends of justice will be promoted by the change.”

THE BENNION & DEVILLE FINE HOMES/WINDERMERE CROSS-COMPLAINT NAMES ITS OWN SALES ASSOCIATE, RON LINDEMANN, AS A CROSS-DEFENDANT. (Left) Subject home of tragic drowning on Redbud Road in Desert Hot Springs, California.

WINDERMERE BLAMES THE GRIEVING PARENTS: THE BENNION & DEVILLE FINE HOMES/WINDERMERE COACHELLA VALLEY ANSWER STATES, “This Answering Defendant is informed and believes and thereon alleges that Plaintiffs were aware of, perceived, appreciated, and understood the hazards associated with the existence of a swimming pool. Despite their appreciation of such risk, Plaintiffs unreasonably exposed themselves to the risk of harm, thereby causing and/or contributing to their own damages, if any.”



THE ANSWER OF FORMER WINDERMERE AGENT and CROSS-DEFENDANT, RON LINDEMANN, TO CROSS-COMPLAINT OF BENNION & DEVILLE FINE HOMES: “...Accordingly, this action is frivolous and in bad faith.” LINDEMANN RESPONDS FURTHER IN HIS CROSS-COMPLAINT, DENYING “...that he has any liability to Windermere.”

ADDITIONAL BENNION & DEVILLE FINE HOMES, WINDERMERE COACHELLA VALLEY LAWSUITS:

SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE, INDO BRANCH—CASE NO. INC 10005443



Windermere Real Estate Services Company, Windermere Coachella Valley Agent Charles Stewart Smith, Bennion & Deville Fine Homes Inc., dba Windermere Real Estate Coachella Valley, Sued for Breach of Implied Warranty of Fitness, Statutory Failure to Make Written Disclosures, Fraud; Fraudulent Concealment and Failure to Disclose, Fraud; Intentional Misrepresentation, Fraud; Negligent Misrepresentation, and Constructive Fraud. (Left) Windermere Coachella agent Charles Stewart Smith, who says on his Windermere web page that he has “...a track record of proven sales and outstanding client service results.”

No. RIC10019843: “...fair market value, at the time Plaintiff purchased it, was only \$80,000, or \$230,000 less than Plaintiff had paid for it, on the advice of Windermere.” BENNION & DEVILLE FINE HOMES, DBA WINDERMERE REAL ESTATE COACHELLA VALLEY, SUED FOR CONSTRUCTIVE FRAUD AND OTHER CLAIMS
Update: Ordered consolidated with Professional Negligence, Unfair Trade Practices case above—both cases now No. RIC 10006101

U.S. District Court No. SACV11-01589 JVS [ex], filed 10/19/2010: A&L PARTNERS, ANDREA MARQUEZ, JOSEPH R. DEVILLE, BOB BENNION, BENNION & DEVILLE FINE HOMES, SUED FOR TRADEMARK INFRINGEMENT—Dismissal 01/09/2012: “The parties having agreed to the terms set forth in the Stipulation for Dismissal...”

MORE “UNCOMPROMISING HONESTY and INTEGRITY” FROM WINDERMERE: WINDERMERE PREFERRED LIVING, BREA, CALIFORNIA, FALSELY CLAIMS TO BE WINDERMERE “PREFERRED PROPERTIES™” IN PREDATORY WEBSITE TAKEDOWN LETTER WHILE SIMULTANEOUSLY BEING SUED FOR USING THE “PREFERRED PROPERTIES” PHRASE.



About Andrea Turnage (left) of the Windermere Real Estate, Indian Wells, California office, a customer says: “One of the worst experiences in real estate I’ve ever had...” and “...extremely unprofessional and unethical...”

SHOULD CONSUMERS TRUST ORANGE COAST TITLE?



“He is currently an active board member of Orange Coast Title...” The Bob Deville (left) Windermere web page states: “Bob Deville has worked in real estate since 1971. He first affiliated with Windermere in 1991 and has also worked with the Dover Group where he was among the company’s top one percent of all producers. He holds maintains Broker Real Estate Licenses in both California and Washington state. He also owned and managed a residential real estate investment company for nearly two decades. He is currently an active board member of Orange Coast Title, Palm Springs International Film Festival, and Pathfinder Ranch.”

SUPERIOR COURT FOR THE STATE OF CALIFORNIA FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER—CASE NO. 30-2011-00515085

Windermere’s affiliated business, Orange Coast Title—founded by John L. Marconi in 1974—sued for Quiet Title and Negligence in Complaint alleging a “...fraudulent scheme perpetrated by Defendants to steal equity from real estate...”



The Orange Coast family of companies also includes California Title Company; Equity Title, LLC; First Centennial Title Company of Nevada; Financial Processing Systems; Integrated Lender Services; JIM Corporation; Laureltree Promotions; National Asset Management Group; and TrackMyFile.

Allegations from Orange County Complaint No. 30-2011-00515085: “Among other things, Orange Coast maintained a long time business relationship with Defendant Grachen; Orange Coast handled title insurance for Grachen’s real estate transactions. On information and belief, Orange Coast actually knew or should have known that Grachen was involved in numerous fraudulent real estate schemes in Orange County and elsewhere which involved Grachen’s acts of forging signatures, using forged notary stamps, and creating false and forged documents. This is because Orange Coast had either actual or constructive knowledge of Grachen’s fraudulent real estate schemes before the transactions involved herein.” IN A SIMILAR CASE: Jury Finds Windermere’s Affiliated Service Business, Commonwealth Land and Title Company of Puget Sound (now CW Title), Negligent, Awards Third-Party Plaintiffs \$1,190,000.00.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA—CASE NO. 2:12-cv-00284-GMS

Equity Title of Arizona—a member of Windermere’s affiliated Orange Coast Title family of companies—sued by the Federal Deposit Insurance Corporation (FDIC) for Negligence, and Aiding and Abetting Fraud

The Complaint alleges: “Where an escrow agent becomes aware of facts which present substantial evidence of fraud, the escrow agent owes a duty to disclose such evidence to the lender.”

FRAUD UPON THE COURT: WINDERMERE ATTORNEYS and PROFESSIONAL LIARS, PAUL STEPHEN DRAYNA & MATTHEW F. DAVIS



DON’T EXPECT HONEST LEGAL COMPETENCE OR EVEN COMMON DECENCY FROM UNETHICAL, PREDATORY WINDERMERE LAWYERS: Click here to read a review of Windermere-Denoco lying lawyers and legal process cheats, Paul Stephen Drayna and Matthew F. Davis. These two bigshot sycofant attorneys (at left, respectively) run homes and lives for sport and money. They lie to courts and opposing parties to manipulate, deceive and defraud. They abuse legal process by filing vexatious, false, mendacious lawsuits designed to bankrupt and intimidate innocent defendants—to whom they send coercive threats by email during litigation. Then they run away and voluntarily dismiss their own action under CR 41, just before trial.

LITIGATION WITH WINDERMERE REAL ESTATE? CLICK HERE FOR INFORMATION ON FRANCHISER WINDERMERE SERVICES COMPANY’S PRE-JUDICIAL MOTION IN WHICH IT ADMITTED FRAUD, WITH WINDERMERE FRANCHISEES WHO USE THE WINDERMERE TRADE NAME

KING COUNTY SUPERIOR COURT OF WASHINGTON—CASE NO. 12-2-08537-4 SEA

• VESTUS FORECLOSURE GROUP REVIEW •

LAWSUIT FILED

“Vestus, LLC is also a trade name for Defendant Windermere Real Estate/East, Inc.”



Vestus Foreclosure Group, Windermere Real Estate East, Windermere Sales Associate and “Foreclosure Expert” Christopher Hall, Sued for Negligent or Fraudulent Misrepresentation, Violation of the Consumer Protection Act: Violations of RCW Chapters 18.85 and 18.86; RCW Chapter 18.86

Christopher Hall
Investment Specialist & Foreclosure Expert

The Complaint Alleges: “The Defendants hold themselves out as experts in the purchase of foreclosing property, and facilitate the financing and acquisition of foreclosing properties.” “...Vestus advertises that it gathers “real time market data” on foreclosing properties, “mines” the data, physically drives to the properties in order to ensure the accurate analysis of each property, and rigorously and carefully analyzes the information it has collected.” “The Defendants did not disclose the [foundation] settling problem...” and the Plaintiff was “...compelled to repair the foundation problems at great expense.”



(Left to right) Chelle Nelson, Managing Broker, Windermere Real Estate East, who says on her Windermere web page “I hope you’ll consider me a valuable educator and resource for all your real estate questions and needs.” Lew Mason, Branch Manager of Windermere Real Estate East, and Windermere Real Estate East Manager/Broker, Dennis Baum, who states on his Windermere web page “As the Broker/Manager of Bellevue East, I am committed to the experience you deserve with one of the most important decisions of your life.”

FROM THE ANSWER AND AFFIRMATIVE ANSWERS OF VESTUS LLC, WINDERMERE REAL ESTATE EAST, INC., and CHRISTOPHER HALL: “...Admit that a qualified person associated with Vestus bid on the property on that date and that the bid was successful. As of this writing, IT IS NOT KNOWN WHICH INDIVIDUAL CONDUCTED THE BID...” and “...Plaintiffs’ claims are barred or diminished by assumption of risk, waiver, estoppel, ACT OF GOD...” [emphasis added]

EXHIBIT F

WWW.WINDERMEREWATCH.COM
PROTECT YOUR LIFE, HOME, ASSETS, FAMILY AND FUTURE. CANCEL OR DON'T RENEW YOUR WINDERMERE LISTING. DON'T RISK DOING BUSINESS WITH WINDERMERE REAL ESTATE, THE BRAND BUILT ON LIES, FRAUD, AND RUINED LIVES.

#1297



REVIEW THESE CASES AND MANY MORE AT...

Allegations in the Second Amended Complaint of Case No. RIC10006101, filed in Superior Court of the State of California for the County of Riverside, claim Windermere Services is an "unlicensed entity," and "Windermere Coachella was and is licensed by the State of California as a real estate broker and operating an unlawful franchise arrangement with defendant Windermere Real Estate Services Company ("Windermere Services") from which both Windermere Coachella and Windermere Services have unlawfully split over a million dollars in commissions from real estate transactions within the State of California." And in another case, an allegation in the second Amended Complaint of Case No. RIC10019843, filed in Superior Court of the State of California for the County of Riverside, claims "Plaintiff discovered that the Baseline Property's fair market value, at the time Plaintiff purchased it, was only \$80,000, or \$230,000 less than Plaintiff had paid for it, on the advice of Windermere."

**ATTENTION CLIENTS OF CALIFORNIA WINDERMERE REAL ESTATE OFFICES IN CATHEDRAL CITY, GARNER VALLEY, INDIAN WELLS, INDIO, LA QUINTA, PALM DESERT, PALM SPRINGS AND RANCHO MIRAGE...
 BENNION & DEVILLE FINE HOMES, DOING BUSINESS AS
 WINDERMERE REAL ESTATE COACHELLA VALLEY, SUED FOR:
 BREACH OF CONTRACT • BREACH OF FIDUCIARY DUTY • CONSTRUCTIVE
 FRAUD • BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR
 DEALING • PROFESSIONAL NEGLIGENCE • UNFAIR TRADE PRACTICES**

SAVE THIS NOTICE TO SHOW YOUR ATTORNEY IN THE EVENT OF A LEGAL DISPUTE WITH WINDERMERE
 In King County Superior Court case #05-2-34433 SEA, to dispose of a defendant's counterclaims in their defamation and trade libel lawsuit of intimidation against a buyer, who published Windermere lies and refusal to honor its public commitment to the "highest ethical standards, uncompromising honesty and integrity," franchiser Windermere Services Company and franchisee broker Windermere Real Estate/Northeast argued in a motion for partial summary judgment that "It is true that Windermere Services Company was not itself a party to the first lawsuit, but as the owner of the Windermere tradename, it is in privity with Windermere Real Estate/Northeast."

Black's Law Dictionary defines privity as:
privity (priv'-ee) 1. The connection or relationship between two parties, each having a legally recognized interest in the same subject matter (such as a transaction, proceeding, or piece of property); mutuality of interest <privity of contract>

The court agreed with Windermere's argument and granted its motion. But when it was clear that Windermere would face a jury, it ran away and voluntarily dismissed its own lawsuit under CR 41, after first pressuring the defendant without success to be forever silent and sign away his protected speech rights.

This writer is no lawyer or legal expert, and this news coverage is not intended as legal advice, but privity works both ways, and the court's ruling on Windermere tradename privity could be interpreted that Windermere Services Company shares automatic mutual liability for any harm or violation of law committed by any Windermere franchisee broker, because the parties share the same tradename; and/or that ALL Windermere Network franchisee brokers share automatic mutual liability for ANY OTHER Windermere Network franchisee broker's harmful act or violation of law, through sharing the same tradename. When you are damaged by any Windermere broker or agent, the entire Windermere Network may now be mutually liable. **ASK YOUR LAWYER ABOUT ADDING WINDERMERE SERVICES COMPANY TO ANY COMPLAINT YOU FILE AGAINST A WINDERMERE AGENT OR BROKERAGE**

windermerewatch.com
 100 N. Arlington Ave.
 #21H • Reno, NV 89501



Windermere Real Estate Coachella Valley
 59465 State Highway 74
 Mountain Center, CA. 92561



www.windermerewatch.com

REDUCE RISK OF A WINDERMERE DISASTER and choose one of the many more-ethical real estate service providers instead.

"Ethical agents are growing more and more reluctant to show Windermere listings these days, and potentially expose their clients to such catastrophic jeopardy. WindermereWatch.com is an indispensable internet news and opinion resource that provides hard evidence why consumers and prospective realty franchisees should avoid Windermere Real Estate at all costs."

WindermereWatch

A public service consumer advocate reporting clear, compelling evidence of America's most dangerous and unethical corporate predator, Windermere Real Estate. When your home is listed for sale by Windermere, the resulting commission will fund Windermere's predatory legal strategies against other Windermere customers damaged by unscrupulous Windermere brokers, agents and franchise owners. Protect your life, home, family and future by cancelling or not renewing your Windermere listing. Don't risk doing business with Windermere Real Estate, the brand built on lies, fraud and ruined lives.

ABOUT WINDERMEREWATCH.COM CONTENT: Various image and editorial WindermereWatch.com content is protected from copyright infringement by 17 U.S.C. § 107, Non-Commercial Fair Use. Learn more about Fair Use [here](#). ALL legal documents, pleadings, and case summaries presented on WindermereWatch.com have been collected from public resources available to everyone. Challenges to WindermereWatch.com and/or Windermere Victims' First Amendment speech rights will be vigorously defended. FOR PROOF THAT WINDERMERE INTIMIDATES, THREATENS AND SUBMITS FALSE STATEMENTS TO WEBSITE HOSTING COMPANIES, [CLICK HERE](#).

Is WindermereWatch.com of social benefit to consumers and the public? Decide by clicking [here](#).

WindermereWatch [Home](#) • Got a Comment, Question, Case Tip or Windermere Story? [Email WindermereWatch](#)

REPORTS ON THIS PAGE:

[Proof that Windermere intimidates, threatens and submits false statements to website hosting companies](#)

[Windermere Preferred Living/Preferred Properties' Website Hosting Company Takedown Letter](#)

[Tarbell v. Windermere Preferred Properties Complaint excerpts](#)

[Consumers are urged to exercise caution in their selection of real estate services](#)

[Windermere abuses the legal process through filing false and mendacious lawsuits to intimidate, bankrupt, silence and coerce damaged customers out of their constitutional speech rights](#)

[The Windermere Relocation Rape Case](#)

"We are committed to: The highest ethical standards. Uncompromising honesty and integrity." —The Windermere Mission Statement "In the real estate business somebody's word is very important. If you say you're going to do something, you've got to do it." —Windermere CEO Geoff Wood's Public Affirmation

see page 2, 3, 4, 5, 6

PROOF THAT WINDERMERE INTIMIDATES, THREATENS and SUBMITS FALSE STATEMENTS TO WEB HOSTING COMPANIES:

Brea, California's Windermere Preferred Living / Preferred Properties Mounts Attack on Windermere Victims' First Amendment Speech Rights

OWNER OF WINDERMERE REAL ESTATE PREFERRED LIVING, (Previously also known as Windermere Preferred Properties) BREA, CALIFORNIA, ANDREA MARQUEZ and ATTORNEY USE SPECIOUS WEB HOSTING "TAKEDOWN" LETTER TO THREATEN SMALL, LOCAL WEBSITE HOSTING COMPANY WITH LAWSUIT

Windermere Victims and WindermereWatch.com have again come under attack from Windermere for reporting the truth and hard evidence of Windermere Real Estate's predatory

Windermere Coachella Valley and franchiser Windermere Services sued for Unfair Trade Practices in California: Bennion & Deville Fine Homes, Realtor Peggy Shambaugh, sued for Professional Negligence and other claims in \$30 million-plus deal. Complaint alleges Windermere Services is an "unlicensed entity." [READ THIS REPORT](#)

And in a related case...

Bennion & Deville Fine Homes, doing business as Windermere Real Estate Coachella Valley, sued for Constructive Fraud, Unfair Trade Practices and other claims: "...Plaintiff discovered that the Baseline Property's fair market value, at the time Plaintiff purchased it, was only \$80,000, or \$230,000 less than Plaintiff had paid for it, on the advice

Franchiser Windermere Services Company's Management Team

Franchiser Windermere Services' Privity Argument

Is WindermereWatch.com of social benefit to consumers and the public? You decide.

WINDERMEREWATCH REPORTS ON OTHER PAGES:

Dropping the Windermere Brand: Better Homes and Gardens Real Estate Adds Former Windermere Realty Partners to its Franchise Network

Windermere Franchise News

WindermereWatch page for prospective Windermere franchisees, brokers and agents:

Are you considering a Windermere Real Estate franchise? Consider carefully • Mysteriously terminated Windermere Wall Street agent claims Willful Withholding of Wages, CPA Violation, Breach of Contract, Unjust Enrichment, Breach of Fiduciary Duty, Fraud and Misrepresentation • Franchiser Windermere Services Company sues owner Joe Maxwell of Windermere Puyallup Canyon Road • Pertinent franchise case law: court rescinds rent-a-car franchise for franchiser's non-disclosure of civil legal actions and criminal convictions

Windermere Founder John W. Jacobi's Washington Loan Company sued for Intentional Misrepresentation in alleged loan scam:

Windermere Founder John W. Jacobi's Washington Loan Company, Windermere Real Estate S.C.A. Redmond, and its agent Christopher Judd, sued for Intentional Misrepresentation

Ex-Windermere Puyallup franchisee countersues franchiser Windermere Services Company for \$4,000,000 in damages:

And violation of the Washington Franchise Investment Protection Act

Jury finds Windermere's affiliated service company, Commonwealth Land Title of Puget Sound, negligent and awards \$1,190,000.00

Windermere's Commonwealth Land Title Company of Puget

conduct. And because WindermereWatch features legally-verifiable, unvarnished truth about Windermere Real Estate, Windermere can't simply just take the obvious and honorable legal route and obtain court orders that close websites like WindermereWatch.com and Windermere-Victims.com. Instead, Windermere intimidates and threatens individuals and web hosting companies with false charges and statements. The latest attack on Windermere damaged customers' speech rights came via owner Andrea Marquez at Windermere Real Estate Preferred Living of Brea, California—also previously known as Windermere Preferred Properties—in a false and specious website "takedown" letter.

Ms. Marquez was sued by Tarbell Realtors in United States Federal District Court. On June 16, 2010, a First Amended Complaint was filed by Tarbell, Realtors, Plaintiff, charging Defendant Windermere Real Estate Preferred Properties with: "1.Trademark Infringement and Unfair Competition Under 15 U.S.C. § 1125(A); 2. Unfair Competition Under Ca. Bus. & Prof. Code § 17200, Et. Seq.; 3. False Advertising Under Cal. Bus. & Prof. Code § 17500, Et. Seq.; 4. Common Law Trademark Infringement." Excerpts from Tarbell's Complaint can be read here.

The Tarbell Complaint was reported online at RFC Express, and it was also available from PACER—Public Access to Court Electronic Records. Legal Complaints that are published online by the courts and obtained from public websites may be "plastered all over creation" if desired. WindermereWatch published the Tarbell v. Windermere Preferred Properties Complaint without editorial comment, and included a picture of Ms. Marquez she has published repeatedly online and in myriad other sales promotion documents. Such elements of WindermereWatch news reporting are protected from copyright infringement under 17 U.S.C. § 107: Limitations on exclusive rights: non-profit fair use.

Despite the fact that Ms. Marquez herself was being sued for Trademark Infringement, her takedown letter charged WindermereWatch.com's publisher with Copyright Infringement, Invasion of Privacy and Defamation; and it also threatened the website's hosting provider with a lawsuit. Through its use of the "TM" trademark symbol, the letter also falsely states that the phrase "Preferred Properties" is the trademark of Windermere Brea—the very same trademark phrase for which plaintiff Tarbell Realtors claims ownership and was suing Windermere Brea over trademark infringement. Windermere Brea ultimately quit using the phrase, changing it to "Preferred Living."

Among the many other fallacious, inaccurate and specious arguments in the Marquez / Windermere Preferred Properties takedown letter, page 3, paragraph 2 states: "The website repeatedly refers to Windermere employees as being guilty of committing crimes, and of criminal behavior generally—all of which is false."

WindermereWatch responds that: Paul Stickney of Windermere SCA, Redmond received a \$522,200 court judgment for not disclosing a conflict of interest. Mr. Stickney, whose story is featured on WindermereWatch, sure seems to be guilty of a crime, according to Dictionary.com. Or how about Dick Pelescini, who was found guilty of violating the Consumer Protection Act? Or Windermere's exploitation of a vulnerable adult? Or Windermere Relocation's "hostile work environment" rape case? What about Windermere Real Estate East's Associate Broker Csaba Kiss? Conversely, the question arises: Is it also criminal behavior to sue an

of Windermere." READ THIS REPORT

WISE NEW BRANDING: Windermere Exclusive Properties Announces Change to Real Living Lifestyles. 8-OFFICE SAN DIEGO POWERHOUSE DROPS THE WINDERMERE BRAND. STORY HERE

Franchiser Windermere Services Company Files Breach of Contract Lawsuit against previous franchisees Lifestyles Services Corporation, Lifestyles Services Solana Beach/RSF Corp., MRJR, Inc., all formerly Windermere Exclusive Properties. STORY HERE

21 Former Windermere California Offices Drop the Windermere Brand:

(1) Former Windermere Real Estate Bay Area, Berkeley, CA, office has become a Keller Williams Realty office.

(2, 3, 4 and 5) Former Windermere Real Estate Welcome Home, with locations in Castro Valley, Livermore, Pleasanton, and San Ramon, CA, have all become Prudential Real Estate Affiliates.

(6) Former proprietor of Windermere Silicon Valley Properties, Mountain View, CA, has moved to The Sereno Group.

(7) Windermere North State Properties, Redding, CA, has gone out of business.

(8 and 9) Former Windermere Dunnigan Realtors of Sacramento, CA, with locations in American River and Land Park has become Dunnigan Realtors.

Sound Sued for Slander of Title and Violation of the Consumer Protection Act

Windermere West Sound, Silverdale Reports:

Windermere Real Estate West Sound, Silverdale agent Judy Bigelow recommends rookie inspector who misses toxic mold.

Windermere Wall Street Reports:

Mysteriously terminated Windermere Wall Street agent claims Willful Withholding of Wages, CPA Violation, Breach of Contract, Unjust Enrichment, Breach of Fiduciary Duty, Fraud and Misrepresentation. Windermere Wall Street profits on loan-con scammer Cheryl Jonet

Windermere Spokane Valley Reports:

Convicted robbery, burglary and theft felon Nick Granly back producing profits for owner Cate Moye's Windermere Valley, Spokane, and for franchiser Windermere Services

Windermere S.C.A. Redmond Reports:

Windermere Founder John W. Jacob's Washington Loan Company, Windermere Real Estate S.C.A. Redmond and its agent Christopher Judd, sued for Intentional Misrepresentation. Washington State Appeals Court affirms trial court verdict in *DeCoursey v. Windermere S.C.A.*. Windermere Real Estate S.C.A. Redmond and its agent Paul Stickney's conflict of interest

Windermere San Diego County, California Case Summaries

Windermere Renton Reports:

Washington State Representative Marcie Maxwell is a Windermere associate broker who never revealed her knowledge of a home's septic system defects

Windermere Relocation Reports:

The Windermere Relocation Rape Case. Windermere Relocation breaches lease, abandons office

Windermere Puyallup Reports:

Franchiser Windermere Services Company sues owner Joe Maxwell of Windermere Puyallup Canyon Road

Windermere Oak Tree Reports:

Windermere Real Estate Oak Tree and broker Steve Laevastu sued for Negligent Misrepresentation and Violation of the CPA

Windermere Northwest Reports:

individual who is telling the truth for trade libel and defamation, then email them not to hire an attorney, try to coerce them into signing away their speech rights, and then voluntarily dismiss the lawsuit when they will not sign—as franchiser Windermere Services Company does?

It is Ms. Marquez and Windermere Preferred Properties' own choice in paying franchise fees and commissions to predatory franchisor Windermere Services Company, who uses those fees and commissions to fund its fraudulent marketing, vexatious litigation and mendacious lawsuits of intimidation against innocent, damaged Windermere customers who speak publicly. The court has already ruled that Windermere franchisees who use the Windermere tradename are in privity with Windermere Services Company.

So how did *Tarbell v. Windermere Real Estate Preferred Properties, Brea, California*—Now *Windermere Preferred Living*—turn out?

On August 12, 2010, A Show Cause Order is filed by Windermere Preferred Properties' counsel, stating in part, "...counsel for Plaintiff show cause in writing on or before August 26, 2010, why this action should not be dismissed for lack of prosecution."

On August 14, 2010, Windermere Preferred Properties counsel files a Notice of Appearance of Counsel, stating in part, "Notice is hereby provided that defendants Windermere Real Estate/Preferred Properties aka Windermere Preferred Properties (erroneously sued)," and "Notice is further provided that a global settlement agreement has been reached in this action."

On August 16, 2010, Plaintiff Tarbell filed a Notice of Settlement, stating in part "Please take notice that this action has been settled, and a Request for Dismissal will be filed upon the performance of certain contingencies that are expected to be completed in 10 days."

Sometime on or about August 16, 2010, "Windermere Preferred Properties" changes its name to "Windermere Preferred Living."

Windermere Preferred Living / Preferred Properties' Website Hosting Takedown Letter

July 28, 2010

VIA US MAIL AND FACSIMILE

Great Basin Internet Services, Inc.
P.O. Box 3115
Rebo, NV 89505-3115

Re: In re www.windermere-watch.com

Dear Compliance Officer:

We represent real estate service provider Windermere Preferred Properties™ and its officer, Andrea Marquez. We have recently received information that one of your domain registrants is defaming and invading my clients' privacy, in addition to committing acts of copyright infringement. For your reference, please refer to the attached website printout containing the pertinent material.

(10 and 11) Former Windermere Pacific Coast Properties, CA, with locations in La Mesa and San Diego have joined the Sotheby's International Realty Network.

(12) Former Windermere Property Professionals of Tracy, CA, have become RE/MAX Property Professionals.

(13) Former Windermere Placer County Properties of Auburn, CA, has become Gold Country Realty.

(14 and 15) The former Carlsbad Village Windermere Exclusive Properties has become Real Living Lifestyles Carlsbad Village; and the former Carlsbad Village Faire Windermere Exclusive Properties has become Real Living Lifestyles Carlsbad Faire.

(16) Former Windermere Exclusive Properties Escondido has become Real Living Lifestyles Real Estate, Escondido.

(17) Former Windermere Exclusive Properties La Costa / Encinitas has become Real Living Lifestyles La Costa / Encinitas Real Estate.

(18) Former Windermere Exclusive Properties Rancho Bernardo has become Real Living Lifestyles Rancho Bernardo Real Estate.

(19) The former

Windermere Northwest, agent Howard Johnson, broker and branch manager Loretta Larson, sued for violation of the Washington State Securities Act (WSSA), Negligence, Negligent Misrepresentation, Negligent Supervision, Breach of Fiduciary Duty, Violation of CPA • Windermere Real Estate Northwest and broker Debbie Heard sued for economic loss of \$80,000

Windermere Whidbey Island, Freeland Reports:

Windermere Freeland Agents Saul and Gabelein's Abuse of a Vulnerable Adult

Windermere West Campus, Federal Way Reports:

Windermere Real Estate West Campus Federal Way; agents Dan Dennis and Cheryl Crutcher sued by Newport Village Condominium Owners Association for Misrepresentations and/or Omissions of Material Fact, Fraudulent Concealment, and Violation of the CPA • Windermere Real Estate West Campus Federal Way, agent Dan Dennis, sued for Breach of Contract, Fraudulent Misrepresentation, Unjust Enrichment, and Negligent Misrepresentation

Windermere Cronin & Caplan Oregon Case Summaries:

Has your Oregon Windermere office/broker been sued? Check here

Windermere CIR, Camano Country Club Reports:

Court says Windermere Camano Island's Sonya Eppig "did not so unequivocally set forth the permitting and inspection problems," and "...Camano learned about the permitting and inspection problems but did not inform the Ruebels."

Windermere Bellevue East, aka "West" and "South" Reports:

Windermere Real Estate East, Bellevue, and agent Maria Danielli sued for Breach of Fiduciary Duties and Negligent Misrepresentation • Windermere Real Estate East, Bellevue, agent Casaba Kiss was "...far more inclined to let a court decide," ...and it did.

Windermere Bellevue Commons Reports:

Windermere Bellevue Commons Associate Brokers Dick and Cecilia Pelascini's foreclosure rescue ripoff scam

Windermere Bainbridge Island Reports:

Windermere Bainbridge Island, associate broker Debbie Nitsche, sued for Copyright Infringement, Violation of the Lanham Act, and Unfair Competition

Our research indicates that the domain name in question ("www.windermerewatch.com") is registered to Mr. Gary Kruger and that the domain host for this website is your company, Great Basin Internet Services, Inc. Thus, we request that Great Basin Internet Services, Inc., immediately disable the Windermere Watch website due to the tortious acts being committed by its domain name registrant, Mr. Kruger. A brief summary of the basis for this request and the liability of Mr. Kruger for Windermere Watch is discussed below.

I. Copyright Infringement

Mr. Kruger has engaged in copyright infringement through his unauthorized use and public display/reproduction of the photograph taken from my clients' website (http://amarquez.mywindermere.com). Therefore, in accordance with the Digital Millennium Copyright Act's ("DMCA") notice and take down provisions, this letter shall serve as notice to Great Basin Internet Services, Inc. of said copyright infringement.

In basic terms, under the Copyright Act, the image qualifies for protection under the category of "Pictorial, Graphic and Sculptural Works." (Sec 17 U.S.C. § 113.) This category includes two-dimensional and three-dimensional works of fine, graphic, and applied art, prints, art reproductions, maps, globes, charts, technical drawings, diagrams, models, and most importantly, photographs. Only "original works of authorship" are eligible for copyright protection. (17 U.S.C. § 102.) The threshold of originality is quite low; novelty, ingenuity, or

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Attn: Compliance Officer
Great Basin Internet Services, Inc.
July 28, 2010
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aesthetic merit are not required. "Originality" simply means that the work must be independently created and not copied from another. Our clients, as a copyright owner holds a series of "rights," which includes the rights to prevent: (1) reproduction of a work; (2) preparation of derivative works from an original work; (3) public distribution of copies or phonorecords of the work; (4) public performance of a work; and (5) public display of a work. (17 U.S.C. § 106.)

As you know, liability may be imposed on a domain name host for the infringing activities of its users, when it has notice of the infringement and does not take action to halt the infringement. In fact, the safe harbor provision of the DMCA, codified at 17 U.S.C. § 512, only protects those online service providers that block access to allegedly infringing material upon receiving notification of claimed infringement from a copyright holder or the copyright holder's agent. In assessing liability, courts will look at whether the online service provider acted "expeditiously" to remove or disable access to infringing material upon obtaining knowledge or awareness of infringing activity. (*Lo Group, Inc. v. Veoh Networks, Inc.* (N.D. Cal. 2008) 586 F.Supp.2d 1132; *HMG Recordings, Inc. v. Veoh Networks Inc.* (C.D. Cal. 2009) 2009 WL 3422839.)

Additionally, liability for failure to take down offending material will be imposed where there is substantial compliance by the plaintiff copyright holder with the notice provisions of the DMCA. (*ALS Scan, Inc. v. RemarQ Communities, Inc.* (4th Cir. 2001) 239 F.3d 619 [holding that the plaintiff substantially complied with the notice requirements of the Act where the plaintiff provided the defendant with information that identified two newsgroup sites created for the sole purpose of publishing its copyrighted works, asserted that virtually all of the images at the two sites were its copyrighted material, and referred the provider to two web addresses where the provider could find pictures of its models and obtain copyright information].) Substantial compliance with the statutory requirements of notice has been held to be sufficient because the very "purpose behind the notice requirement under the DMCA is to provide the internet service provider with adequate information to find and examine the allegedly infringing material." (*Perfect 10, Inc. v. CCBill, LLC* (C.D. Cal. 2004) 340 F.Supp.2d 1077 [citing *Lendrickson v. Amazon.Com, Inc.* (C.D. Cal. 2003) 298 F.Supp.2d 914, 917].)

Thus, if a reviewing court finds that this letter substantially complied with the spirit of the notice requirements of the DMCA, Great Basin Internet Services will be unable to escape liability for copyright infringement under the safe harbor provision of the DMCA.

II. Invasion of Privacy

In some of previous issues, my clients have been placed in a false light through inaccurate

**Windermere Arizona
Offices Reports:**

Arizona offices flee the flagging
Windermere brand, too

**Windermere Real Estate
Campaign Contributions
to Senator Maria
Cantwell:**

Senator Maria Cantwell Maria
Cantwell of Washington State
takes a whopping \$49,200 in
campaign contributions from
public predator Windermere Real
Estate

**Windermere Allen &
Associates Longview—
Kelso Reports:**

Windermere Allen & Associates
(LC Realty) Longview, and agent
Lance Miller's deliberate non-
disclosure of home's prior use as
pot farm and methamphetamine
laboratory • Bloor v. Fritz
Washington State Appeals Court
Opinion

**Windermere Kirkland
Northeast Reports:**

Windermere Kirkland Northeast's
deceitful George Rudiger and
Joan Whittaker conceal, then lie
about a toxic, rat infested home •
Don't hire West Seattle attorney
Jeffrey C. "Jeff" Mirsepasy • The
lies and dirty tricks of
Windermere Demco attorney
Matthew F. Davis • Windermere
Kirkland Northeast and Whittaker
sued again, with agents McCann
and Hopkins

**Windermere Real Estate
Idaho Reports:**

Windermere Capital Group,
Boise, Idaho, sued for Violations
of the Fair Housing Act (FHA) •
Windermere Capital Group,
Boise, Idaho; President Steve
Osburn Ex Rel State of Idaho
Industrial Commission default
judgment • Windermere Capital
Group's President Steve Osburn
under federal tax lien of
\$254,170.96

**Windermere Anacortes
Properties Reports:**

Windermere Anacortes sued for
Fraud in mysteriously appearing
"2nd listing" case

**Franchiser Windermere
Services Company
Reports:**

Are you considering a
Windermere Real Estate
franchise? Consider carefully. •
Franchiser Windermere Services
Company sues owner Joe
Maxwell of Windermere Puyallup
Canyon Road • Mysteriously
terminated Windermere Wall
Street agent claims Willful
Withholding of Wages, CPA
Violation, Breach of Contract,
Unjust Enrichment, Breach of
Fiduciary Duty, Fraud and
Misrepresentation • Pertinent
franchise case law: court
rescinds rent-a-car franchise for
franchiser's non-disclosure of
civil legal actions and criminal
convictions

**More Offices Gone:
Realty Franchise
Operators Continue**

in violation of privacy issues, my clients have been placed in a highly negative light through defamatory and blatantly false accusations of "criminally unethical," "corrupt," "dishonest," and accusations of fraud. Under the tort of false light invasion of privacy, "[o]ne who gives publicity to a matter concerning another that places the other before the public in a false light is subject to liability to the other for invasion of his privacy, if (a) the false light in which the other was placed would be highly offensive to a reasonable person, and (b) the actor had knowledge of or acted in reckless

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Great Basin Internet Services, Inc.
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disregard as to the falsity of the publicized matter and the false light in which the other would be placed." (Rest.2d Tort, § 652E; see also CACI No. 1802: False Light (2009 ed.))

Mr. Kruger has devoted the entirety of his website to violations of these privacy right principles. The website repeatedly refers to Windermere employees as being guilty of committing crimes and of criminal behavior generally – all of which is false. It goes without saying that accusations of criminal behavior are highly offensive to any reasonable person.

III. Defamation

The basic elements of defamation are easily met here: 1) a publication that is 2) false, 3) defamatory, and 4) unprivileged, and 5) that has a natural tendency to injure. (See Civ. Code §§ 45, 46; *Smith v. Maldonado* (1999) 72 Cal.App.4th 637, 645.) Where the defamatory material is directed at both an employee and a business entity for which the employee works, suit may be brought by both the individual employee and the business. (See *Palm Springs Tennis Club v. Rangel* (1999) 73 Cal.App.4th 1, 4.) A business entity may be defamed by matter that has a tendency to injure its business reputation, as by deterring persons from dealing with it. (*Pegad Corp. v. American Broadcasting Cos.* (1979) 25 Cal.3d 763, 770.) Furthermore, an individual may have an action where the defamatory matter is directed against a class of persons to which he or she belongs, such as Windermere agents and brokers, provided the class is not too large, and it can be shown that those to whom the matter is communicated reasonably understand that it is intended to apply to the plaintiff. (See, e.g., 5 *Wilkin*, Summary of Cal. Law (10th ed. 2005) Tort, § 529, p. 782.)

An allegation that the plaintiff is guilty of a crime is defamatory on its face pursuant to Civil Code section 45a. (See *Fashion 21 v. Coalition for Humane Immigrant Rights of Los Angeles* (2004) 117 Cal.App.4th 1138; *Garcia v. City of Merced* (E.D.Cal. 2008) 637 F.Supp.2d 731.) Furthermore, California case law has long held that allegations of fraud are per se defamatory. (*Draper v. Hellman Commercial Trust & Savings Bank* (1928) 203 Cal. 26; *Rosenberg v. J.C. Penney Co.* (1939) 30 Cal.App.2d 609.)

As identified above, the allegations that Ms. Marquez and Windermere Preferred Properties™ are "criminally unethical," "corrupt," "dishonest," and guilty of "fraud" demonstrate that Mr. Kruger has published false and defamatory statements about my clients. The malicious statements by Mr. Kruger are per se defamatory and are aimed at destroying the business good will and credibility of Windermere Preferred Properties™ and Ms. Marquez in the real estate industry.

In sum, given herein-described issues, we demand your immediate assistance in removing the offending material. Section 230(c)(2) of the Communications Decency Act provides for good faith removal and editing of objectionable content, whether or not such material is constitutionally protected. (47 U.S.C. § 230(c)(2)). Further, under section 512 of the DMCA, this letter has provided a summary of the infringing material and its location sufficient to put the recipients on notice of the infringement. We further state that these allegations have been made based on a good faith belief that there is no legal basis for the use of the material.

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complained of. Under penalty of perjury of the laws of the United States of America, this firm is authorized to act on the behalf of our clients identified herein.

Thank you very much for your anticipated cooperation. Please always feel free to contact me with questions or concerns.

Sincerely,

Dropping the Windermere Brand:

Wyoming, Idaho, Arizona and Nevada Windermere offices quit the brand

The Cult of Windermere: Appeals Court Slams "The Windermere Way"

Don't Hire West Seattle Attorney Jeffrey C. "Jeff" Mirsepasy

VISIT MORE WEBSITES ABOUT WINDERMERE REAL ESTATE:

Windermere-Victims.com

Windermere-Gallery.com

Renovation Trap.com

WINDERMEREWATCH REPORTS by WINDERMERE NETWORK OFFICE:

Bennion & Deville Fine Homes, Windermere Real Estate Coachella Valley and Realtor Peggy Shambaugh, sued for Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Breach of Fiduciary Duty and Professional Negligence in \$30 million plus deal.

Bennion & Deville Fine Homes, doing business as Windermere Real Estate Coachella Valley, sued for Breach of Contract, Breach of Fiduciary Duty, Constructive Fraud, Breach of the Implied Covenant of Good Faith and Fair Dealing, and Unfair Trade Practices

Windermere Real Estate as Litigant in Pierce County, Washington State Cases, 1992 — 2011

Franchiser Windermere Real Estate Services Company sues former San Diego Windermere Exclusive Properties Franchisees, Lifestyles Services Corp., Lifestyles Services Solana Beach/RSF Corp., and MRJR Inc.

Windermere Real Estate Anacortes Properties Reports

Windermere Real Estate Bellevue Commons Reports

Windermere Real Estate Whidbey Island Freeland Reports

GORDON & REES LLP.


Craig J. Mariani

CJM:anjw
Enclosures

F.M. Tarbell Co. v. Windermere Real Estate/Preferred Properties et al:

Under "NATURE OF THIS ACTION" the Complaint in part states:

1. This is an action for trademark infringement and unfair competition pursuant to 15 U.S.C. § 1125(a) of the Trademark Act of 1946 (the "Lanham Act"), California Business and Professions Code §§ 17200, et seq. & 17500, et seq., and common law. Plaintiff Tarbell is the largest family-owned real estate agency in Southern California, a community that it has proudly served for the last eighty years. Founded in 1926 by Frank Tarbell, Tarbell Realtors has dedicated more than 80 years of service to America's dream of home ownership. Through years of tremendous growth and expansion, Tarbell Realtors has positioned itself as a leader in real estate today.
2. For more than a decade, Tarbell has devoted special resources and attention to buyers and sellers of upper scale homes in the Southern California area through its Preferred PropertiesSM division. Tarbell's Preferred PropertiesSM services focus upon assisting members of the Southern California community locate or sell some of the most elite housing available in the area. Moreover, during this period, Tarbell has expended significant resources to establish and promote the Preferred PropertiesSM services. Through extensive marketing and sales, Tarbell has developed substantial goodwill in and consumer recognition of the Preferred Properties mark such that residents of the Southern California community readily recognize and identify Tarbell as the source of Preferred PropertiesSM services.
3. This action is based on the Defendants' unauthorized and unlawful use of Tarbell's Preferred Properties mark in connection with Defendants' recruiting of real estate agents and marketing of residential real estate for sales and purchases by members of the Southern California community through the incorporation of Tarbell's mark into the trade name "Windermere Real Estate/Preferred Properties and using "Windermerepreferred.com" in web addresses and email addresses. Defendants' conduct constitutes a blatant misappropriation of Tarbell's valuable intellectual property rights in Tarbell's Preferred Properties mark. Defendants' use of a confusingly similar mark and incorporation into web addresses and email addresses in connection with similar and directly competitive services is likely to deceive the purchasing public into believing that Defendants' services are affiliated with, related to, sponsored by or connected with Tarbell and/or Tarbell's Preferred PropertiesSM services. Defendants' conduct has caused, and its intended conduct will cause, substantial damage to Tarbell's goodwill and reputation in the marketplace. Accordingly, Tarbell seeks corrective advertising and/or marketing, compensatory damages, statutory damages, treble damages for willful infringement, and attorneys' fees and costs.

HOME, LIFE and FINANCIAL FUTURE.

If you're a buyer and some variety of agent misconduct has occurred, the subject property may not be habitable for various reasons, which will turn your life upside down, fast. There's enormous money and emotional distress at stake. And there will be lawyers, lots of lawyers. Windermere Real Estate employs and profits on so many corrupt franchise owners, brokers and agents, that it maintains its own fulltime, in-house legal services, the Demco Law Firm. If you think for one moment that when your Windermere home deal goes bad, your Windermere broker or franchise owner is going to run over, apologize, and ask what they can do to help you, you've got another, very serious think coming. When your Windermere agent crosses over the Realtor code of ethics line, YOU AND YOUR HOME BECOME THE ENEMY.

That broker and/or franchise owner are legally on-the-hook for their agent's misconduct, and the Windermere Legal War Machine will come down on you like a supersonic ton of bricks. If Windermere did not provide its franchise clients such hardcore legal resources, nobody would even BE a Windermere broker or franchise owner—the exposure is too great. And make no mistake, Windermere will do nothing—and spend nothing—to settle your problem amicably, no matter what indecency

"Ethical agents are growing more and more reluctant to show Windermere listings these days, and potentially expose their clients to such catastrophic jeopardy. WindermereWatch.com is an indispensable internet news and opinion resource that provides hard evidence why consumers and prospective realty franchisees should avoid Windermere Real Estate at all costs."

WindermereWatch

(see page 4)

A public service consumer advocate reporting clear, compelling evidence of America's most dangerous and unethical corporate predator, Windermere Real Estate. When your home is listed for sale by Windermere, the resulting commission will fund Windermere's predatory legal strategies against other Windermere customers damaged by unscrupulous Windermere brokers, agents and franchise owners. Protect your life, home, family and future by cancelling or not renewing your Windermere listing. Don't risk doing business with Windermere Real Estate, the brand built on lies, fraud and ruined lives.

Windermere Real Estate is a perpetrator in the illegal suppression of damaged customers' speech rights through aggressive coercion tactics including false website hosting takedown letters, and mendacious lawsuits filed by Windermere to silence, bully and bankrupt victims of Windermere unlawful misconduct.

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THERE'S A LOT TO COVER, SO START RIGHT HERE AND SCROLL DOWN, OR CHOOSE HOW YOU WANT TO NAVIGATE WINDERMEREWATCH CONTENT:
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TOP REPORTS

• WINDERMERE SUED FOR UNFAIR TRADE PRACTICES •

Bennion & Deville Fine Homes, Windermere Real Estate Coachella Valley and Realtor Peggy Shambaugh, sued for Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Breach of Fiduciary Duty and Professional Negligence in \$30 million-plus deal. Windermere Services sued for Breach of Fiduciary Duty, Professional Negligence and Unfair Trade Practices. Complaint alleges Windermere Services is an "unlicensed entity."

ALLEGATIONS FROM THE COMPLAINT: "Windermere Coachella was and is licensed by the State of California as a real estate broker, doing business as a real estate broker and operating an unlawful franchise arrangement with defendant Windermere Real Estate Services Company ("Windermere Services") from which both Windermere Coachella and Windermere Services have unlawfully split over a million dollars in commissions from real estate transactions within the State of California."

"(d) Windermere Coachella's unlawfully sharing real estate commissions with Windermere Services, an unlicensed entity, on not only the Echo Trail property transaction but also, on

information and belief, various other real estate transactions with consumers other than Plaintiffs throughout the State of California, all in violation of California law. 66. On information and belief, Windermere Coachella (and its owner, operator, manager and alter ego Deville) and Windermere Services engaged in the above-mentioned acts for the purpose of injuring Plaintiffs and other prospective purchasers of real property similarly situated. By virtue of the conduct alleged herein, there is a likelihood of actual and pernicious confusion and an unfair and inequitable advantage for any real estate broker employing the aforementioned business model or device, and based on the unlawful, unfair and fraudulent practices of these Defendants, a permanent injunction should issue to prevent these Defendants from engaging in such unlawful and fraudulent conduct and restitution should be ordered from these Defendants of all unlawful commissions derived from the real estate transactions involving Plaintiffs."



Above L to R: Joseph R. "Bob" Deville and Bob Bennion of Windermere Services Southern California and Bennion & Deville Fine Homes, Inc., Coachella Valley, California; and Peggy Shambaugh, Realtor at Windermere Real Estate Coachella Valley, Indian Wells office.
[FULL REPORT AND COMPLAINT HERE](#)

Defendants Respond with Twenty-Six Affirmative Defenses in the
ANSWER OF PEGGY SHAMBAUGH, BENNION & DEVILLE FINE HOMES, INC., dba WINDERMERE REAL ESTATE
COACHELLA VALLEY,
WINDERMERE REAL ESTATE SERVICES COMPANY, and JOSEPH R. DEVILLE TO PLAINTIFFS' SECOND AMENDED
COMPLAINT
[READ THEIR ANSWER HERE](#)

• AND IN ANOTHER CASE •

Bennion & Deville Fine Homes, doing business as Windermere Real Estate Coachella Valley, sued for Breach of Contract, Breach of Fiduciary Duty, Constructive Fraud, Breach of the Implied Covenant of Good Faith and Fair Dealing, and Unfair Trade Practices:
"...Plaintiff discovered that the Baseline Property's fair market value, at the time Plaintiff purchased it, was only \$80,000, or \$230,000 less than Plaintiff had paid for it, on the advice of Windermere."
[FULL REPORT AND COMPLAINT HERE](#)

Franchiser Windermere Services Company Files Breach of Contract Lawsuit against Lifestyles Services, all formerly Windermere Exclusive Properties. Windermere Services' Complaint states in part:

"Plaintiffs are informed and believe that defendants contend that the plaintiffs, in protecting their rights under the Franchise Agreements in light of defendants' defaults, have somehow unlawfully interfered with defendants' rights under the respective Franchise Agreements alleged in this Complaint. Plaintiffs dispute any such contention and allege that they have at all times acted properly and in accordance with the express terms of the Franchise Agreements and California law."
[FULL REPORT AND COMPLAINT HERE](#)

• WINDERMERE SERVICES COUNTERSUED FOR TRADE LIBEL AND VIOLATION OF THE CALIFORNIA UNFAIR/UNLAWFUL COMPETITION LAW •

Cross-Complaint filed by former Windermere Exclusive Properties franchisees alleges: "Cross-Defendants [Windermere Real Estate Services Company and Windermere Services Southern California] Engage in a Scheme to Disrupt and Destroy Cross-Complainants' Current Businesses and Future Business Endeavors"

ALLEGATIONS FROM THE CROSS-COMPLAINT: "17. From the time that the Cross-Complainants exercised their contractual right to terminate the Franchise License Agreement, and while Cross-Complainants were still operating as Windermere franchisees, Cross-Defendants engaged in a pattern of unlawful and predatory acts designed to specifically harm Cross-Complainants and destroy their businesses as Windermere franchisees and their future business endeavors. 18. Namely, Windermere SoCal actively solicited Cross-Complainants' agents and managers and did, in fact, hire some of these individuals away from Cross-Complainants. This act is specifically prohibited by Windermere. These newly retained

agents and managers were hired away to work at a Windermere franchise that is owned or operated by Windermere SoCal and which was located 1/2 of a block across the street from one of Cross-Complainants' Windermere franchises." [REPORT AND CROSS-COMPLAINT HERE](#)

SIMILAR CASE OF INTEREST: Maxwell Answer and Counterclaims allege: "Plaintiff's [Windermere Services] claims are barred by Plaintiff's fraud, duress, and unclean hands."
\$4,000,000 in Damages and Violation of Washington Franchise Investment Protection Act alleged: "16. After WPCR opened the Tacoma office as agreed, Jacobi and WSC agreed to the opening of another WSC franchise located only blocks away from WPCR's Tacoma office. This was done without the knowledge or consent of Maxwell." and... "22. On September 14, 2010, Maxwell heard from a real estate agent working at WPCR that the agent had received and email from WSC notifying him WPCR's franchise had been terminated. This notice was sent to WPCR's real estate agents before Maxwell learned of the termination of WPCR's franchise."
[READ THIS REPORT HERE](#)

WINDERMERE EAST SUES ITS OWN BROKER/AGENT, GREG GRANSBERRY AND WIFE, FOR MONEY DUE [STORY HERE](#)

MORE TOP REPORTS... Is illegal or unethical misconduct going on at YOUR local Windermere office?

From the very top, right down to the local Windermere agent, broker, and Windermere office:

The Incredible Allegations of Intentional Misrepresentation at Windermere Founder John Jacobi's Washington Loan Company. [STORY HERE](#)

Jury Finds Windermere's *Commonwealth Land Title Company of Puget Sound* Negligent, Awards \$1,190,000.00 [STORY HERE](#)

WISE BRANDING BOMBSHELL: Windermere Exclusive Properties Announces Change to Real Living LIFESTYLES
8-OFFICE POWERHOUSE DROPS THE WINDERMERE BRAND. [STORY HERE](#)
21 FORMER WINDERMERE CALIFORNIA OFFICES HAVE NOW DROPPED THE WINDERMERE BRAND. [CHECK THE COUNT HERE](#)

WINDERMERE OF BOISE, IDAHO, SUED FOR VIOLATION OF THE FAIR HOUSING ACT [STORY HERE](#) • WINDERMERE RELOCATION RAPE CASE [STORY HERE](#)

An important message to University of Washington administrators, staff and regents about *The Windermere Cup*, social responsibility, and the University's relationship with John Wood Jacobi and Windermere Real Estate. [READ IT HERE](#)

FOR THE POPULAR WINDERMERE FRANCHISE NEWS PAGE, CLICK [HERE](#) • FOR PIERCE COUNTY WASHINGTON WINDERMERE CASES, CLICK [HERE](#)

VISIT MORE WEBSITES ABOUT WINDERMERE REAL ESTATE: [WINDERMERE-VICTIMS](#) OR [WINDERMERE-GALLERY](#) AND [THE RENOVATION TRAP](#)

Is WindermereWatch.com of social benefit to consumers and the public? Decide by clicking [here](#).

Got a Comment, Question, Case Tip or Windermere Story? [Email](#) WindermereWatch

WINDERMEREWATCH TOP REPORTS:

[Windermere Idaho Sued for Violation of the Fair Housing Act](#)

[Has Your Oregon State Windermere Office Been Sued? Check Case Summaries Here](#)

[Brea, California's Windermere "Preferred Properties" and Owner Andrea Marquez Sued](#)

"We are committed to: The highest ethical standards. Uncompromising honesty and integrity." —The Windermere Mission Statement "In the real estate business somebody's word is very important. If you say you're going to do something, you've got to do it." —Windermere CEO Geoff Wood's Public Affirmation

- ALTERNATIVE SERVICE PROVIDERS:**
- [COLDWELL BANKER](#)
 - [CENTURY 21](#)
 - [JOHN L. SCOTT](#)
 - [RE/MAX](#)
 - [PRUDENTIAL](#)
 - [KELLER WILLIAMS](#)

• Welcome to WindermereWatch •

for Trademark Infringement and Unfair Competition by Tarbell Realtors; Windermere Broca's False Website "Takedown" Letter

Windermere Founder John W. Jacobi's Washington Loan Company Sued for Intentional Misrepresentation in Alleged Loan Scam

Franchiser Windermere Services Company Countersued for \$4,000,000 in Damages and Alleged Violation of the Washington Franchise Investment Protection Act: "...Jacobi failed to sign personal guarantees..."

Jury Finds Windermere's Affiliated Service Company, Commonwealth Land Title of Puget Sound, Negligent and Awards \$1,190,000.00

Windermere Franchise News

The Windermere Relocation Rape Case

Windermere Kirkland Northeast's George Rudiger

Windermere's legal strategy of costly, interminable, vexatious litigation drives a dispute over a \$16,800 agent commission to a judgment of \$186,195.41—in favor of the agent.

Consumer Tragedies: Innocent Lives Ruined by Dealing with Windermere Offices

ETHICAL FRANCHISE OPERATORS DROPPING THE WINDERMERE BRAND:

BRANDING BOMBSHELL:

Windermere Exclusive Properties Announces Change to Real Living LIFESTYLES

8-OFFICE, 400-AGENT SAN DIEGO

POWERHOUSE DROPS THE WINDERMERE BRAND. Story here.

Franchiser Windermere Services Company's

Is WindermereWatch.com of social benefit to consumers and the public? You decide:

Windermere Real Estate is one of our country's largest real estate companies and widely promotes a fraudulent express warranty that states "We are committed to... The highest ethical standards. Uncompromising honesty and integrity." The definition of an express warranty from *Black's Law Dictionary* is: "A warranty created by the overt words or actions of the seller. • Under the UCC, an express warranty is created by any of the following: (1) an affirmation of fact or promise made by the seller to the buyer relating to the goods that becomes the basis of the bargain."

But when customers are victimized by dishonest Windermere brokers and agents, and complain in writing through legal counsel to franchiser Windermere Services Company, it is absolutely silent in the face of clear and convincing evidence, and forces the customer to sue or go away. In many cases, unsuspecting consumer lives are thrown into complete chaos through costly litigation; and also because the subject homes may actually be uninhabitable or unserviceable for reasons about which Windermere knew and had a legal obligation to disclose—but did not. For some victims, the long and expensive litigation forced upon them even results in bankruptcy and homelessness. Despite their clear evidence, many victims go on to lose in court because they can't afford attorneys or have no legal experience, and Windermere exploits those impediments to endless advantage—lives, homes, and personal finances are ruined forever. And Windermere expects those victims to just go away without their lives and homes, merely for buying a house through Windermere Real Estate, innocently.

Although such irrefutable evidence of Windermere broker/agent misconduct has been presented to franchiser Windermere Services Company, it knowingly continues collecting commissions from dishonest agents and brokers by deliberately passing them on to other unwitting consumers. Just one example is Windermere S.C.A. Redmond's Paul Stickney, who received a \$522,200 court judgment for not disclosing a conflict of interest, but is still producing commissions for his Windermere SCA franchise, and Windermere Services Company. Is that the "Highest ethical standards. Uncompromising honesty and integrity?" You may want to visit more websites about Windermere's predatory business conduct, like windermere-victims.com, windermere-gallery.com, and renovationtrap.com.

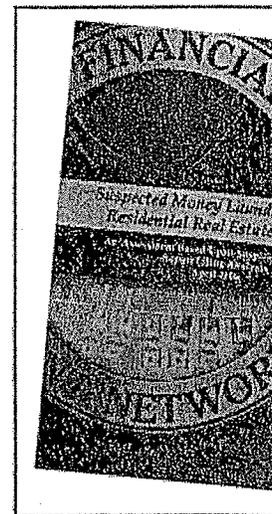
When victims use the media to report their Windermere experiences honestly, Windermere sues them for libel and defamation through false lawsuits to intimidate, silence, and hush bad PR—read one of those lawsuits here. It then tries to coerce victims into signing a "dark clause settlement agreement" that permanently terminates their speech rights—read some of those "settlement" agreements here. Through an expensive and emotionally distressing roller coaster ride with Windermere's nasty Demco lawyers, a victim of Windermere fraud is told they will be taken all the way to trial on trumped-up libel and defamation charges, and if they don't sign the dark clause, their life and future will be ruined. When a victim persists in refusing to sign, Windermere voluntarily dismisses its own lawsuit under Civil Rule 41, just before trial, after costing the victim years and yet thousands more to defend against the false action. This predatory legal tactic is known as abuse of process or malicious prosecution. In one example cited below, franchiser Windermere Services Company served an outspoken victim a lawsuit for libel and defamation, and then immediately sent them an email instructing that they "...need not hire an attorney," and further stating, "...we will try to resolve this directly and outside the legal system."

Every Windermere office in every state is legally tied to franchiser Windermere Services Company's fraudulent express warranty, false advertising, predatory conduct and policies through privity and its pecuniary franchise agreement. Some legal observers believe that Windermere's conduct has RICO and Civil Rights violation implications. If you have recently purchased a Windermere franchise without having been disclosed Windermere's falling brand value, PR decline, and its

- HELP-U-SELL
- ASSIST-2-SELL

Smart Consumer SideBar:

Read the **FINANCIAL CRIMES ENFORCEMENT NETWORK REPORT...**



"SUSPECTED MONEY LAUNDERING IN THE RESIDENTIAL REAL ESTATE INDUSTRY"

Courtesy of www.FinCEN.gov
Download this important info [here](#).

WINDERMERE BELLEVUE COMMONS ASSOCIATE BROKERS DICK AND CECILIA PELASCINI'S FORECLOSURE RESCUE RIPOFF SCAM

False Public Statements and Representations of Wyoming Market Coverage: There Aren't Really Any Windermere Offices IN Wyoming

21 Former California Offices Drop the Windermere Brand

Update—Better Homes and Gardens Real Estate Adds Oregon's Former Windermere Realty Partners to its Franchise Network

Gone in Wyoming & Idaho—Former Windermere Offices Switch to Jackson Hole Real Estate Associates

Update—Former Windermere Pacific Coast Properties of San Diego, California, Joins Sotheby's International Realty Network

Windermere Franchise News

WINDERMEREWATCH REPORTS ON THIS HOME PAGE:

Windermere East sues its own broker/agent, Greg Gransberry and his wife for money due

Consumers are urged to exercise caution in their selection of real estate services

Windermere abuses the legal process through filing false and mendacious lawsuits to intimidate, bankrupt, silence and coerce damaged customers out of their constitutional speech rights

The Windermere Relocation Rape Case

Franchiser Windermere Services Company's Management Team

Franchiser Windermere Services' Privilege Argument

Is WindermereWatch.com of social benefit to consumers and the public? You decide.

Windermere Anacortes Properties Fraud

adverse website problems, [click here](#) for its duty of disclosure under Federal Trade Commission rules. Proof that Windermere Services Company knew about WindermereWatch.com in March of 2007 is in this [document](#).

Windermere Real Estate is a textbook corporate predator who operates franchises in Washington State, Oregon, California, Arizona, Nevada, Utah, Idaho, Montana, Hawaii and British Columbia. Windermere repeatedly makes the false claim that it has offices in Wyoming, but it does not. If you're buying or selling property through ANY Windermere office, a percentage from your transaction will be used by franchiser Windermere Services Company to silence and financially ruin innocent parties who've encountered Windermere fraud. Windermere won't pay legitimate damages or acknowledge wrongdoing, and will stall settlement of cases all the way to state supreme courts, a legal strategy that Windermere routinely employs to bankrupt victims and exhaust their resources.

We believe the information presented here is of profound social benefit to consumers and the community, and we are dedicated to providing it.

THROUGH FEES AND COMMISSIONS PAID TO FRANCHISER WINDERMERE SERVICES COMPANY, EVERY WINDERMERE NETWORK OFFICE IN EVERY STATE IS AN ENTHUSIASTIC PARTNER AND KNOWING ACCESSORY TO WINDERMERE MARKETING FRAUD AND ITS PREDATORY POLICIES

WINDERMERE: AMERICA'S PREDATORY REAL ESTATE ENTERPRISE

Consumer advocates, legal experts and elected lawmakers all agree that the American real estate industry demands greater regulation to protect consumers from the human disaster of real estate fraud perpetrated by unethical realtors employed at companies like Windermere Real Estate. Windermere manipulates our clogged, inundated courts and the justice system to stall, wear down and financially exhaust victimized consumers, many of whom are wiped-out by the cost of pursuing civil justice in a process where innocent victims must CHASE perpetrators of real estate fraud through the courts AFTER a fraudulent offense has been committed. Acts of fraud are so common and widespread throughout the Windermere real estate network, that the defense of real estate fraud has become has become just another bottomline expense on the Windermere balance sheet. And the litigation nightmare of real estate fraud can happen to anyone who deals with Windermere Real Estate. It could happen to you. Windermere is by far the most unethical, deceitful, and culturally toxic real estate company operating in the United States. Windermere knowingly, deliberately, and unabashedly profits on corrupt franchise owners, brokers and agents with proven histories of fraud and ethical misconduct, many of whom are profiled in the pages of WindermereWatch.com. Despite Windermere's well-documented assault on victim speech rights, more and more unconscionable cases of Windermere fraud continue emerging.

Windermere is headquartered in Seattle, at franchiser Windermere Services Company. It was founded by John W. Jacobi, and he has kept the company a private, family-owned enterprise, eluding the transparency and ethical accountability required by stockholders. For decades, Windermere has harnessed the art of positive PR, affixing itself—however superficially—to community art events, the homeless, and even an annual college rowing competition which opens Seattle's boating season—the *Windermere Cup*—irresponsibly promoted



(Above left and right) Windermere Bellevue Commons Associate Broker Dick and Cecilia Pelascini: Still generating commissions for Windermere.

Vila Pace-Knapp owned a home where she resided for many years, but eventually became delinquent on her payments, and started getting written notices of default and pending foreclosure that her home would be sold at an upcoming trustee's sale. She sought to stave off the trustee's sale through bankruptcy, but the bankruptcy court dismissed all of her petitions. The attempts a bankruptcy, however, did manage to postpone the scheduled trustee's sale for many months, but the bankruptcy court's final order of dismissal prevented her from filing additional petitions.

At about the period of Pace-Knapp's initial notices of foreclosure, Windermere Associate Broker Dick Pelascini, and Thomas Boboth of Pacific Shoreline Mortgage, individually approached her at her home. She knew neither of the men, but they were clearly aware of her pending