



Debra Hitchcock
Regional Director
Supply Chain Management

July 8, 2008

Scott Webber
Summit Sotheby's International Realty
2545 Parley's Way, Suite A
Salt Lake City, UT 84109

Dear Scott,

Enclosed please find two (2) original sets of the Cartus Associate Contract. Please execute ALL copies and return by **July 15, 2008** to:

Amy Ballantyne
Cartus Broker Services
40 Apple Ridge Road
Danbury, CT 06810

We will then return one executed original, to you, for your files. Please complete the USAA Agent and Personnel Agreements contained within the contract for all agents and personnel who will be servicing this business and maintain in your Relocation Department files.

If Cartus does not receive the signed contracts by the date specified above, this contract will be null and void.

Also enclosed, please find your Invoice for Administration and Broker Center. Please send a copy of the Invoice along with your check made out to Cartus to:

Mellon Bank
Dept. CH 10231
Palatine, IL 60055-0231

We appreciate your commitment and support to Cartus Broker Services and look forward to a long and successful relationship.

Sincerely,

Debra Hitchcock

Debra Hitchcock
Regional Director
Cartus Supply Chain Management

Enclosures



Summit Sotheby's International Realty
Attn: Scott Webber
2545 Parley's Way, Suite A
Salt Lake City, UT 84109

Invoice Date: 2008-07-08
Payment Due: Upon Receipt
Inquiries To: Operations Manager
Doug Gleason
972-870-2570

Client #: HRB - GO78

Description Of Services

Invoice Number:

Brkr Ctr Fee

8000006514

\$417.00

Description Of Services

Invoice Number:

Assoc Broker Admin Fees

8000006513

\$1,667.00

Total Amount Due Cartus Corporation

\$2,084.00

PD
CONFIRMED RECEIPT

Send payments to: Cartus Corporation
C/O Mellon Bank
Department CH 10231
Palatine, IL 60055-0231

Please include invoice numbers on payment.

Upon receipt, remit payment

Note: per contract, interest will be charged @ 1 1/2% if payment is received after 30 days.

Cartus Corporation
Associate Broker Agreement

This Agreement is entered into as of this **1** day of **June, 2008** between **Cartus Corporation**, a Delaware corporation ("Cartus"), and/or its subsidiaries, affiliates and agents; and Summit Sotheby's International Realty, an Utah corporation ("Broker") having offices and its principal place of business at 2545 Parley's Way, Suite A, Salt Lake City, UT 84109

I. Recitals

- A. Cartus provides a full range of employee relocation and related and similar services to corporate, government and other clients ("Clients"). To perform certain aspects of these activities, Cartus has formed a network of real estate firms known as the Cartus Broker Network ("Mobility Network").
- B. Broker desires to supply and perform real estate services as an associate member of the Cartus Network in the territory described on Exhibit II attached hereto and made part hereof (the "Territory").
- C. Broker is a duly licensed real estate brokerage firm in all areas within the Territory.
- D. Broker desires to establish a business relationship with PHH Mortgage and with Cartus Home Loans, LLC and has entered or will enter into a separate agreement with those entities to define that relationship.
- E. Cartus desires to appoint Broker an Associate member of the Cartus Network, authorized to perform brokerage and associated services for and on behalf of Cartus in accordance with the provisions of this Agreement.
- F. In consideration of the premises and the mutual covenants and obligations contained in this Agreement, as well as other good and valuable consideration shown herein, the receipt and sufficiency of which are hereby acknowledged, the parties make and enter into this Agreement.

II. Appointment as Supplier of Services to Cartus

A. Listings

- 1. Cartus has the capability of referring to Broker sellers of residential real property. ~~Broker agrees that it will pay Cartus 35% of the gross referred function commission (listing side) earned by Broker when the seller has been referred to Broker by Cartus (subject to the "First Contact" rule described in Section II.F. below), unless a different referral fee is required by Cartus' Client.~~
- 2. Cartus purchases, from persons designated by its Clients, residential properties, which it then sells. Broker is hereby appointed as a listing broker

for Cartus for certain residential properties located in that Territory. Broker agrees to list and sell such properties and to perform such other services, and Cartus agrees to pay Broker a commission on closed transactions and to reimburse Broker other amounts, all as more fully set forth in the Master Listing Agreement attached hereto as Exhibit III and made part hereof. In consideration of such commissions and reimbursements, Broker agrees to be bound by the Master Listing Agreement, as such agreement may be revised by Cartus from time to time.

- B. *Home Finding Referrals* - Cartus provides home finding services to its Clients and their designees desiring to purchase or rent a property, and has the capability of referring those people with transactions in the Territory to Broker. Broker agrees to pay Cartus 35% of the gross referred function commission (selling side) received by Broker as a result of each such purchase referral. Broker also agrees to provide rental finding services to persons designated by Cartus. ~~X~~
- C. *Network Broker-To-Broker Referrals* The broker members of the Cartus Network refer customers to each other. Access to a database of all broker members of the Cartus Network shall be supplied to Broker by Cartus.
1. Broker agrees to accept referrals from the other broker members of the Mobility Network. Broker agrees that it will pay to each of Cartus and the other broker a referral fee equal to 12.5% (total 25%) of any gross referred function commission (listing or selling side) earned by Broker when the buyer or seller has been referred to Broker by another broker member of the Cartus Network.
 2. Broker agrees to place outgoing referrals through the Cartus Network as set forth in the Performance Goals in Exhibit I. Broker agrees to accept, and Broker acknowledges that Cartus will also receive, a referral fee equal to 12.5% (total 25%) of any gross referred function commission (listing or selling side) earned by the broker closing the transaction when the buyer or seller has been referred by Network Broker.
- D. *Property Management Properties* - Cartus manages rental properties on behalf of its Clients and their designees. Broker agrees, upon request, to act as a limited agent for the specific purpose of performing, on behalf of Cartus, the duties set forth in the Cartus Property Management Procedures attached hereto as Exhibit IV and made a part hereof, as such procedures may be revised by Cartus from time to time.
- E. *Other Partner/Suppliers* - Broker acknowledges that Cartus and its affiliates maintain preferred relationships with other partners/suppliers which provide services to Cartus and its affiliates and their clients and designees. Broker agrees to use its best efforts to place any business derived from a referral to it by Cartus or its affiliates, or by another broker member of the Cartus Network, with such partner/suppliers, and to otherwise promote the business and relationship of Cartus and those partner suppliers.
- F. *First Contact* - Broker acknowledges that a list of Cartus' "First Contact" clients is provided by Cartus through the website "Broker Center" and made part hereof, and that Cartus may change the list from time to time. Broker agrees that it will pay a referral fee, as defined in sections A and B above, for all persons designated by

clients listed on Broker Center, as amended by Cartus from time to time, regardless of whether Broker or Cartus is the first to contact that person, up to the time a Purchase and Sale Agreement is fully executed.

- G. *Directories* - Cartus will list Broker as an Associate Broker in all appropriate Cartus directories and systems which define market coverage and availability for Cartus business.
- H. *Referral Fees* - The referral fees set forth in Sections II A through C above shall remain fixed for the term of this Agreement.

III. Service Fees

In consideration of the benefits that accrue to Broker by virtue of its appointment as an associate member of the Cartus Network, as described herein, and to defray the cost of providing the services contemplated hereunder to Broker, Broker agrees to pay Cartus service fees (the "Service Fee") in the amount set forth in Exhibit I, as such Service Fee may be changed from time to time, but no less frequently than once per year. This fee is in addition to all referral and other fees payable by Broker hereunder.

IV. Information Technology

- A. Cartus may provide Broker access to internal computer systems, databases, and other or similar proprietary systems (the "Systems"). Broker agrees to abide by any and all terms and conditions of Cartus for use of the Systems. Broker agrees to use the Systems to input referrals, receive referrals, prepare and deliver reports, and other or similar matters, as requested by Cartus from time to time and to the exclusion of other methods. Cartus agrees to provide Broker with passwords, training and other information and materials so that Broker and Cartus can most efficiently benefit from the Systems in their relationship.
- B. Cartus may provide Broker with a limited, non-exclusive license to use proprietary software, which it has, the right to license. Broker agrees to acquire, at its own expense, the necessary hardware and any interactive communications software to properly use such software.
- C. In consideration for access to the Systems and any license as described in paragraphs A and B above, Broker agrees to pay licensing fees, user charges and other amounts relating to the use of such software and Systems at a rate established by Cartus from time to time. The agreement in this Section IV shall constitute a license and hereby authorizes the use by Broker of proprietary information of Cartus. All such Systems, data, and other information and materials, in whatever form, shall remain, and any improvements, modifications or other changes shall become, the property and proprietary information of Cartus. Broker shall use such information for its own business purposes, but shall not sell or purport to sell any such Systems, software, data or other information or access thereto to any other persons. The availability, delivery and use of any such Systems, software, data, and other information and

materials may be subject to additional terms and conditions as described in therein or in its packaging.

V. Trademarks and Service Marks

- A. Broker acknowledges that (1) Cartus or an affiliated company is the owner of various trademarks or service marks (collectively, the "Marks"), (2) that the respective owner has the right to exclude others from using the Marks and any variant or combination of the Marks determined to be confusingly similar to the Marks, (3) that the respective owner has the right to control the use of the Marks in connection with the conduct of its business, and (4) all uses of the Marks inure to the benefit of the respective owner.
- B. Broker acknowledges and agrees that it shall have no right to use the corporate name and the Marks of Cartus or its affiliates, unless otherwise specifically directed in writing. If so directed in writing, Broker shall use the Cartus name and the Marks only as so directed, only in connection with performing its duties and responsibilities hereunder, and only to identify it as a representative of Cartus and not as a part or affiliate of Cartus. Broker shall not use any of the Marks in connection with any other business and shall not permit, sublicense, or authorize any other person or entity of any kind to use the Marks in any manner. Broker shall not register or attempt to register the Marks in its own name or that of any other person or entity and shall not contest the validity of the Marks or any registration of the Marks. In the event Broker breaches the provisions of this Section V. B., Cartus shall have the right to either (1) terminate this Agreement immediately, or (2) impose a \$5,000 penalty per breach against Broker payable upon Cartus' demand. No failure to enforce either of these remedies at the time of one breach shall be deemed a waiver of Cartus' right to impose the same or other remedy in the event of a later breach.

VI. Confidentiality

Broker agrees that it will conduct its activities under this Agreement in a manner designed to protect any information concerning Cartus, its parent and affiliates, and its clients, customers and suppliers, including the terms of this Agreement (collectively "Confidential Information"), from improper use or disclosure. Broker agrees to (A) receive and hold the Confidential Information in confidence and refrain from disclosing or discussing any portion of the Confidential Information with any third person or entity; (B) use the same degree of care in protecting the Confidential Information as it uses to protect its own proprietary information; and (C) not use any of the Confidential Information except for the sole purpose of performing services as set forth in this Agreement. Broker's obligations to protect the Confidential Information as set forth above shall survive the termination of this Agreement and continue until waived in writing by Cartus. Breach of this Section VI shall be grounds for immediate termination of this Agreement.

Broker shall require said individuals to execute and deliver to Broker a confidentiality agreement in substantially the form provided by Cartus. Cartus may audit Broker's compliance with the provisions of this section from time to time. Broker will not: (i) use forced labor, regardless of its form; (ii) employ any person below the age of 15, unless it is part of a government approved job training, apprenticeship or other program that would be clearly beneficial to its participants; or (iii) engage in physically abusive disciplinary practices.

VII. Payment Terms

Unless otherwise set forth herein, each party shall pay to the other the sums due and owing hereunder as follows:

A. *By Cartus*

1. Commissions and other amounts due Broker under the Master Listing Agreement shall be paid as set forth therein and in accordance with Cartus Client Policy.
2. Other amounts agreed to by Cartus, if any, shall be paid within thirty (30) days of receipt of an invoice from Broker.

B. *By Broker*

1. Referral fees shall be paid to Cartus in accordance with Cartus guidelines, but in all cases within five (5) days of receipt of a commission.
2. All other amounts, including but not limited to the annual Service Fee and any software, Systems, or other usage fees, shall be paid in their entirety within thirty (30) days of receipt of an invoice from Cartus.

C. *Late Charge* - A late charge of one and one-half percent (1-1/2%) per month or fraction thereof (or such lesser amount as may be the highest amount permitted by applicable law) shall be imposed for all payments owed hereunder that are not received by Cartus as such payments are due.

VIII. Broker Responsibilities

A. Broker agrees to perform services according to procedures periodically issued by Cartus or its clients, and to meet training and related certification standards as required by Cartus. The parties agree to accept and perform to the performance criteria and standards set forth in Exhibit I attached hereto and made part hereof, as it may be amended by Cartus from time to time, and any others published by Cartus from time to time.

B. Broker **acknowledges** that:

1. Cartus has no control over Broker's business;
2. Broker is not relying upon Cartus to conduct its business or to stay in business;
3. Broker has no power to bind Cartus in any respect, and all contracts binding Cartus to third parties can only be signed by an officer or other properly authorized representative of Cartus;

4. The activities contemplated by this Agreement will represent only a small portion of Broker's entire volume of business and in any event less than twenty percent (20%) thereof; and
5. No other relationship exists between Broker and Cartus.

C. Broker warrants that during the term of this Agreement Broker and its principals shall:

1. Maintain high ethical, fiscal and managerial standards;
2. Operate in full compliance with all applicable local, state and federal laws, rules and regulations, including but not limited to non-discrimination in employment, housing, and brokerage activities, and regulations of HUD, the EEOC, FTC and other governmental agencies;
3. Meet all performance goals and standards set forth on Exhibit I and otherwise published by Cartus, as same may be amended from time to time, including establishing and defining formal strategies for attaining them;
4. Maintain the following insurance coverage:

a. *Required Policies and Coverage.* Broker will obtain and maintain for the term of this Agreement a commercial general liability policy (including hired and non-owned auto coverage) having a combined single limits per occurrence in the amount of at least One Million Dollars (\$1,000,000). Cartus strongly recommends Two Million Dollars (\$2,000,000) primary coverage or One Million Dollars (\$1,000,000) primary coverage with an additional One Million Dollars (\$1,000,000) in umbrella coverage, with higher limits recommended where Broker's exposure may be greater. Broker will also obtain and maintain a professional liability (real estate errors and omissions) policy in the amount of at least One Million Dollars (\$1,000,000) per occurrence and any additional types of policies and in such amounts as may be required by applicable law, including, without limitation, worker's compensation coverage. Cartus reserves the right to obtain additional types or increased amounts of insurance coverage during the term of this Agreement or to reduce minimum coverage requirements, but Broker may carry reduced coverage only if and only after Broker receives written approval from Cartus to do so. Such approval may be revoked at any time. If Broker fails to maintain any required insurance, Cartus may, but is not obligated to, obtain any and all such insurance on Broker's behalf and to charge Broker for the cost of such insurance. Broker shall promptly reimburse Cartus for all such costs upon demand.

b. *Carriers.* Such policies must be in form and content satisfactory to Cartus and must be issued by an insurer rated A or better in Class X by Alfred M. Best and Company, Inc. or comparably by Moody's and/or Standard and Poor's or similarly reliable rating services acceptable to

Cartus. Cartus reserves the right to change the minimum acceptable rating requirement.

- c. *Additional Named Insureds.* Cartus, Cartus Financial Corporation, Cartus Relocation Corporation, their successors and assigns must be named as additional insureds on the commercial general, professional liability and umbrella insurance policies.
 - d. *Notice of Policy Changes or Cancellation.* Such policies must provide that they may not be cancelled except upon thirty (30) days advance written notice to Cartus. Broker must provide Cartus certificates of such coverage within thirty (30) days of the signing of this amendment.
 - e. *Annual Certificates to Cartus.* Broker must furnish Cartus certificates of coverage annually on or before the anniversary of the Effective Date.
 - f. *Tail Coverage.* As one of the conditions to Cartus' granting approval of an assignment or request for mutual termination of this Agreement, Broker must purchase and provide evidence that broker has purchased tail (extended option) coverage on all such policies for a minimum of twelve (12) months after the effective date of any assignment or mutual termination.
5. Maintain all necessary licenses, certifications, registrations, and permits required to fulfill its commitments as a real estate broker, and promptly notify Cartus if during the term of this Agreement any such license, certification, registration or permit is suspended or revoked, or expires without timely being renewed;
 6. Maintain membership in the multiple listing service(s), if any, maintained in the Territory;
 7. Abide by the reporting requirements Cartus stipulates in respect of monitoring the delivery of Services to Assignees. Broker shall maintain complete records of all transactions relating to the Services for a period of at least seven (7) years from the date on which Broker closes its file for the related Service. Such records shall be maintained in accordance with generally accepted accounting principles and shall be available for audit by Cartus, or its representatives, at Cartus' expense, at the offices of Broker during regular business hours upon at least one (1) week's prior written notice to Broker.
 8. Attend, at its expense, such training and policy seminars as are required by Cartus in order to remain current with new procedures and client requirements, and in order to maintain eligibility and status as an associate member of the Cartus Network; in the event no principal attends the annual meeting, to pay to Cartus the fees and cost charged as if the principal had attended; and

9. Not disclose the terms of this Agreement to any competitor of Cartus, any member of the Cartus Network, or to any other person or entity, which obligation shall continue for one year after the termination of this Agreement.
10. Embark upon a relationship with Cartus Home Loans and shall enter into an agreement with Cartus Home Loans to define such relationship. Provided, however, that in connection with Affinity Clients, Broker acknowledges that most Affinity Clients offer residential mortgage products and agrees to refer affinity customers to the mortgage lender as directed by client. Broker shall use commercially reasonable efforts to promote the mortgage products of financial institutions that maintain a relationship with Affinity Clients.
- D. All subsidiaries, affiliates and controlled entities of whatsoever nature, and their respective shareholders, other owners and principals, that are related to Broker shall be bound by this Agreement, and Broker guarantees their compliance herewith.
- E. Broker shall not assign a value to this Agreement for buy-out purposes in any manner whatsoever inasmuch as Cartus may cancel this Agreement upon such an occurrence. Broker shall hold Cartus harmless from all costs and liabilities asserted by any third party purchaser of Broker's business.
- F. Broker acknowledges that this Agreement creates obligations separate and distinct from any franchise agreement that Broker may currently or in the future be bound by. Broker further acknowledges that the obligations of this Agreement shall take priority over such other agreements.
- G. Broker agrees to participate in Cartus' Supplier Diversity Program. Participation includes actively seeking out, utilizing, and reporting on usage of Minority and Women Owned Business Enterprises ("MWBE"), and meeting Cartus goals as set forth on Exhibit I.
- H. Broker acknowledges that Cartus is a Government contractor subject to Executive Order 11246 and Broker agrees to comply with Executive Order 11246, as amended, with respect to the services covered by this Agreement.
- I. Broker agrees to support and to actively participate in the business initiatives and strategies of Cartus, and efforts by Cartus, either directly or indirectly, to further its interests, and those of its affiliates and clients, before national, state and local regulatory agencies, legislative bodies, and other such entities.
- J. Broker agrees to inform Cartus on an ongoing basis of any developments in or affecting the Territory which may reasonably be expected to affect the real estate market or the marketability or value of real estate, or the ability of Broker or Cartus to do business as contemplated in this Agreement, or as may otherwise be germane to the interests of Cartus or its affiliates.
- K. ~~Broker shall not pay any bribes to foreign officials proscribed by the United States Foreign Corrupt Practices Act nor make any other payment for purposes contrary to the intent of such Act~~

- L. Broker represents and warrants that Broker, its owners, officers, directors and employees (i) are not included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; or (ii) subject to sanctions imposed by the U.S. Government. Broker will promptly notify Cartus in the event it the representations in this section are inaccurate, and cooperate with Cartus with respect of any resulting audits or investigations.

IX. Broker Procedures

Section 1.

A. Change in Control or Severance from Network.

In the event: (i) of a Change of Control of Broker; or (ii) that a Broker leaves the Cartus Broker Network for any reason whatsoever:

1. Except as otherwise required by applicable law concerning record retention, all files and other data, in written or electronic form related to Customers referred to Broker (Customer shall include any employee of a Cartus client or member of an Affinity Organization) (collectively, the "Data") shall not be retained or transferred to the buyer or surviving entity, but shall be forwarded as may be directed in writing by Cartus, or if such direction is not provided, the Data shall be forwarded by Broker to: Cartus Corporation, 40 Apple Ridge Road, Danbury, Connecticut 06810, Attention: General Counsel;
2. For all active Customer referrals, Broker shall maintain service expectations and adhere to all standard operating procedures of Cartus, at levels at least equal to those in place during the year prior to such Change in Control or exit from the Network;
3. Broker shall pay all referral fees due to Cartus with respect to all closed transactions; and
4. Upon request by Cartus, Broker shall cooperate with Cartus to develop a transition plan to wind down and/or transfer to another broker all transactions which have been referred to Broker and are not under contract to close.
5. Broker shall notify Cartus in writing of any Change in Control occurring on or after the date hereof. For purposes of this paragraph "Change in Control" shall mean (i) a merger or consolidation to which Broker and a Financial Institution (as defined below) are parties; (ii) a Financial Institution becoming the beneficial owner, directly or indirectly, of securities of Broker representing 25% or more of the combined voting power of Broker's then outstanding securities; (iii) a sale or transfer of substantially all of the assets of Broker to a Financial Institution; (iv) a liquidation or reorganization of Broker; (v) if during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of Broker cease, for any reason, to constitute at least a majority of the Board of Directors of Broker (vi) a sale or transfer of all or substantially all of Broker's franchisor to a Financial Institution. For purposes of this paragraph "Financial

Institution" shall mean an entity defined in 31 United States Code section 5312 (A) through (M).

- B. Non-solicitation of all customers. Broker shall not willingly and knowingly utilize data obtained through the program to solicit further business transactions with a previous customer, except for the solicitation of business for which Broker pays to Cartus a referral fee in the amount referenced in the Agreement.
- C. Requirements for "A" Team Agents. Broker shall annually require each "A" Team agent, and each employee affiliated with Broker to enter into an agreement in substantially the form of **Attachments A and B** hereto requiring the agent/employee to (i) confirm its obligation to pay a referral fee for all referrals, (ii) agree not to use data obtained from the program to solicit further business transactions with any customer, (iii) with respect to all USAA employees or members acknowledge that USAA offers residential mortgage products and agree to refer USAA members to USAA (or such other party as directed by USAA) for those products.
- D. Background Checks for Agents and Broker Personnel - Broker shall require (i) each agent affiliated with Broker as well as all other Broker personnel as well as Broker itself, who may enter a home owned by a Customer or have access to Customer data in connection with the provision of services to employees and/or members referred by Cartus (including, but not limited to, any related listing or destination assignments involving a Customer (collectively "Provider"), and (ii) Broker personnel and agents affiliated with Broker, other than real estate office personnel, who may access Customer data or employee data to enter into an agreement in substantially the form of **Attachment A** (for independent contractors) or **Attachment B** (for employees) hereto with respect to background checks and execute and deliver to Broker a valid consent for such checks. Broker shall order such background checks from Cartus' designated vendor ("Vendor"), at no cost to Cartus or its clients, have Vendor complete such checks and have results available to Cartus not later than December 31, 2008, for existing Providers and prior to commencement of services by any new or replacement Provider. Broker shall ensure that such consent forms and background checks are available for audit by Cartus.
- E. OFAC Certification- Commencing on the first anniversary of this Agreement and at least once during each subsequent year of the term of this Agreement Broker shall supply Cartus a certificate in the form of **Attachment C** hereto. If a Provider's name matches a name on the OFAC List, Broker agrees to cooperate with Cartus and provide any documentation deemed necessary by Cartus to verify the accuracy of the match.
- F. Notification of Provider Suspension - If Cartus or Vendor advises Broker that any background check for any Provider is unacceptable or if any Provider's name appears on the OFAC list (unless such match is demonstrated to the satisfaction of Broker to be inaccurate), Broker shall ensure that such Provider does not provide services to a Customer referred to Broker by Cartus (including, but not limited to, any related listing or destination assignments involving a Customer).
- G. Notification of Agent Departure. If an "A" Team agent severs its affiliation with Broker, Broker shall send a letter in the form attached as Attachment D hereto to each

Customer referred to the agent advising that the agent is no longer associated with Broker and directing future inquiries to the Cartus.

- H. Broker Warranty - Broker warrants with respect to all current and any future Providers that all Providers' names and social security numbers match and that all Providers are United States citizens or they have one of the documents currently accepted by the U.S. Citizenship and Immigration Services "USCIS" and its predecessors as proof of employment eligibility (whether or not such Provider is an employee of Broker), as shown on USCIS website's instructions for Form I-9 (www.uscis.gov/graphics/formsfee). Any Provider whose proof of employment eligibility documents expire while providing services must provide a re-verified I-9 form according to USCIS requirements prior to performing further services (including, but not limited to, any related listing or destination assignments involving a USAA employee or member).
- I. Confidentiality of Information. Broker acknowledges that all information concerning (including, without limitation, referrals assigned to Broker) not generally known by third parties is confidential information ("Confidential Information"). Broker shall refrain from advertising affiliation with the USAA Movers *Advantage* or other clients' programs. Broker agrees to (i) except as necessary to deliver the services set forth in the Agreement, receive and hold the Confidential Information in confidence and refrain from disclosing or discussing any portion of the Confidential Information with any third person or entity, (ii) use the same degree of care in protecting the Confidential Information as it uses to protect its own proprietary information and (iii) not use or disclose any of the Confidential Information for any purpose whatsoever, except for the sole purpose of performing services as set forth in the Agreement. In furtherance and not in limitation of the foregoing, Broker acknowledges and agrees except as specifically permitted herein, Broker shall not use the Confidential Information to create or maintain data bases of clients, target Customers for solicitation of future business or identify to any third party that the customer is or was a Customer.
- J. Equitable Relief. Broker acknowledges and agrees that a breach of this Section 1 will cause Cartus irreparable harm and that monetary damages will be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to it at law or in equity, Cartus shall be entitled to injunctive relief to enforce the terms of this Section. Broker further acknowledges and agrees that, in the event it became necessary for Cartus to seek injunctive relief, the circumstances or conditions under which such relief would be sought would be urgent and would require that such relief be obtained as expeditiously as possible. Accordingly, Broker agrees to waive and dispense with any requirement that Cartus post or obtain a bond or other form of insurance or security prior to being granted injunctive relief.
- K. Other Remedies; Indemnity. Broker agrees that the use of any remedy for any particular breach of the Agreement, as amended, shall not be the exclusive remedy of Cartus. ~~Separate breaches of the Agreement, as amended, shall entitle Cartus to all~~ remedies available to it. The remedies provided for in the Agreement are cumulative and a party may exercise any or all of them individually or simultaneously. Broker shall indemnify, defend and hold Cartus harmless from and shall reimburse Cartus for, any and all Losses and any costs of enforcing any rights under this Section 1,

suffered or incurred by Cartus arising out of, resulting from or related to any breach of this Section 1 by Broker. For purposes of this Section K "Losses" shall mean any claims, damages, liabilities, carrying costs, penalties, fines, forfeitures, actions causes of action, judgments and any other expense, payment or cost of any type or nature whatsoever, including, without limitation, lost opportunities, special and consequential damages, attorney fees and costs, costs of investigation, disbursements and other out-of-pocket expenses.

X. General Provisions

- A. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.
 - 1. Broker acknowledges that this is an Agreement for personal services and that it may not assign its obligations under this Agreement to another person or entity unless such assignment is approved in advance in writing by Cartus. An event of "assignment" shall include a sale or change of ownership interest in Broker or its parent, representing 50% or more of the voting or equity interest, or other control of business affairs, in any such entity.
 - 2. Cartus reserves the right, and Broker acknowledges that right, to assign its rights and duties under this Agreement without notice to or consent of Broker.
- B. Should the ownership of Broker change or should Broker declare bankruptcy or make an assignment for the benefit of creditors, or materially change or alter its method of conducting its business, Cartus, at its sole option, may terminate any and all dealings hereunder without penalty or other obligation.
- C. For purposes of this Agreement, Broker's activities are to occur in the Territory to the extent that Broker, in the sole determination of Cartus, has office coverage sufficient to supply the required services. Broker understands that its appointment as a supplier of services hereunder is non-exclusive.
- D. Broker and Cartus are independent contractors, and nothing contained in this Agreement shall be construed to establish a partnership, joint venture, strategic alliance, or any other similar relationship.

XI. Termination and Remedies

- A. *Term* – Subject to the terms of this Agreement, this Agreement shall commence as of the date hereof, and shall continue until either party shall give thirty (30) days written notice of its intention to terminate the Agreement.
- B. *Default* - Each of the following occurrences shall be deemed a default:
 - 1. Failure by Broker to enter into and maintain an effective business relationship with Cartus Home Loans, or the occurrence of a breach or default by Broker of any agreement with Cartus Home Loans;

2. Failure by Broker to meet any of the performance or service requirements set forth in Exhibit I or otherwise published by Cartus;
3. Failure by Broker to pay the Service Fees or any Systems, software, or other usage fees when due;
4. Breach by Broker of the Confidentiality provisions set forth in Section VI;
5. Breach by either party of any other requirement, representation or warranty set forth in this Agreement; or
6. Non-renewal, termination or material breach, for any reason, of Broker's Real Estate Franchise Agreement(s) with a Realogy Corporation brand franchise, if any;
7. Breach of Section VIII I shall be considered a material breach of this Agreement.

Defaults for any breach of this Agreement shall be cause for immediate termination, on notice. Failure by Broker to comply with the Confidentiality provisions hereof may be enforced by injunction, specific performance, or other equitable relief.

C. Rights

1. Upon termination by either party, all fees paid hereunder by Broker shall remain the property of Cartus and no refund, in whole or in part, shall be due. All rights to Service Fees and referral, service, Systems, usage and other fees provided for herein, earned during the term of this Agreement by either party, shall survive termination and be paid in accordance with the terms of this Agreement.
2. Broker further agrees that it will not, from the effective date of termination, use or display any of the Marks or any other trade names, service marks or trademarks; the Systems or any other software, data, or computer programs; or any other products, promotional literature, materials or other information belonging to or otherwise related to Cartus. Broker at its expense shall return to Cartus all items in its possession related to Cartus, and further agrees to forthwith cease using any stationery, business cards, programs, services or other documents that refer to Cartus or its agents in any manner whatsoever, if any.

XII. Indemnification

Each party agrees to indemnify and hold harmless the other party, and its officers, directors, employees and shareholders, from and against any and all claims, demands, obligations, deficiencies, judgments, damages, suits, losses, penalties, expenses, costs (including reasonable attorney's fees) and liabilities of any kind, type, or nature whatsoever directly or indirectly arising from, out of, or in connection with this Agreement, services provided pursuant to this Agreement, or the operation of its business, as a result of any acts or omissions by it or any of its directors, officers, partners, employees, representatives, agents, brokers, salespersons or associates. Such right to indemnification shall survive termination of this Agreement.

XIII. PRIVACY/DATA PRIVACY

- A. In the course of its relationship with Cartus, Broker may become privy to trade secrets, processes, any industry information, mailing lists, corporate strategy and any other information which is of commercial use and which is not readily available from any other public or authorized source and other information, including, without limitation, personally identifiable information and personal data concerning Assignees, such as phone numbers and addresses, credit card information, social security, passport or other identification numbers, and/or account information (collectively, the "Information") which Cartus and/or the data subject regards as confidential and proprietary. Broker agrees to:
1. Receive the Information in confidence and refrain from disclosing or discussing any portion of the Information with any third person or entity;
 2. Use the same degree of care in protecting the Information as Broker does its own proprietary information;
 3. Not use any Information, except for the sole purpose of performing hereunder;
 4. Process the personal data only on behalf of Cartus and in compliance with the instructions of Cartus and this Agreement; if Broker cannot provide such compliance for whatever reasons, Broker agrees to inform promptly Cartus of such inability to comply, in which case Cartus is entitled to suspend the transfer of data;
 5. implement technical and organizational security measures appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alterations, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the costs of their implementation;
 6. promptly notify the Cartus about:

- iii. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - iv. any accidental or unauthorized access; and
 - v. any request received directly from a data subject without responding to that request, unless it has been otherwise authorized to do so;
7. deal promptly and properly with all inquiries from Cartus and data subjects relating to its processing of the personal data subject to the transfer and to abide by the advice of the applicable supervisory authority with regard to the processing of the data transferred;
 8. at the request of Cartus, to submit its data processing facilities for audit of the processing activities covered by this Agreement which shall be carried out by Cartus or an inspection body composed of independent members and in possession of the required professional qualifications bound by duty of confidentiality, selected by Cartus, in agreement with the supervisory authority;

Broker warrants and undertakes to Cartus that all personal data received in connection with the Service(s) and in accordance with this Agreement shall be handled and maintained pursuant to the requirements of any applicable data protection laws such as the Data Protection Act 1998 and any subsequent or related legislation and that it will comply fully with all laws and regulations applicable to the processing of any personal data under this Agreement and with the all applicable data protection principles, such as the Data Protection Principles imposed by the Data Protection Act 1998.

The obligation to retain in confidence the Information as set forth above shall continue until waived by Cartus in writing and shall survive termination of this Agreement. Upon the expiration, termination or cancellation of this Agreement and upon request, Broker shall promptly return to Cartus all papers, written materials, properties, other materials and other information furnished to Broker by Cartus.

XIV. GOVERNMENT SUBCONTRACT PROVISIONS

As a prime contractor to the federal government, Cartus is required to flow down to its subcontractors and/or vendors certain Federal Acquisition Regulation (FAR) clauses that are contained or referenced in our prime contract with the government. The text of the clauses identified below are subject to the following definitions and modifications: "Contractor" means Cartus; "Subcontractor" means Broker and "Contract" means subcontract or purchase order. In the event of any conflict between the terms and conditions of this Section and any other provision of this Agreement, the terms and conditions of this Section shall prevail. The following FARs are incorporated herein by reference and form a part of the terms and conditions of this Agreement:

FAR 52.222-26	Equal Opportunity, if subcontract/purchase order exceeds \$10,000.
FAR 52.222-36	Affirmative Action for Workers with Disabilities, if subcontract/purchase order exceeds \$10,000.

FAR 52.222-35	Affirmative Action for Disabled Veterans and Vietnam Era Veterans, if subcontract/purchase order exceeds \$25,000.
FAR 52.225-12	Restrictions on Certain Foreign Purchases.
FAR 52.227-14	Rights in Data
FAR 52.227-19	Commercial Computer Software
FAR 52.219-8	Utilization of Small, Small Disadvantaged and Women Owned Small Business Concerns.
FAR 52.222-21	Prohibition of Segregated Facilities, if subcontract/purchase order exceeds \$10,000.
FAR 52.203-11	Certification and Disclosure Regarding payments to Influence Certain Federal Transactions, if subcontract/purchase order exceeds \$100,000.
FAR 52/203-12	Limitation on Payments to Influence Certain Federal Transactions, if subcontract/purchase order exceeds \$100,000.
FAR 52.224-2	Privacy Act. Applies when the design, development, or operation of any system of records on individuals is required to accomplish an agency function.
FAR 52.227-14	Rights in Data

XV. Minority and Women-Owned Business Enterprises.

It is the policy of Cartus that minority and women-owned business enterprises shall have maximum practicable opportunity to participate in the performance of Cartus contracts. Vendor shall use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, (i) "minority business enterprise" means a business at least fifty-one percent (51%) of which is owned, controlled and operated by minority group members, or in the case of a publicly owned business enterprise at least fifty-one percent (51%) of the stock is owned by minority group members; (ii) "women-owned business enterprise" means a business which is fifty-one percent (51%) owned, controlled and operated by women. For the purpose of this definition, minority group members are African Americans, Hispanic-Americans, Native Americans, Asian Pacific-Americans and Asian Indian-Americans. Vendor further agrees to cooperate in any studies or surveys as may be conducted to determine the extent of Vendor's compliance with this Section.

XVI. Notices

All notices and other communications made pursuant to this Agreement shall be in writing and shall be deemed to have been given if mailed, postage prepaid, with the U.S. Postal Service or entrusted to an express delivery company, addressed to the appropriate party at the following address (or other such address as specified in writing by either party to the other):

<u>If to Cartus:</u>	<u>with a copy to:</u>
Cartus Corporation	Cartus Corporation
40 Apple Ridge Road	40 Apple Ridge Road
Danbury, CT 06810-7301	Danbury, CT 06810-7301
Attention: Senior Vice President	Attention: Senior Vice President,
Cartus Broker Services	General Counsel

If to Broker: To the address set forth on Exhibit I.

The parties further agree that notices and other communications may, at the discretion of the party, be provided by electronic means directed to the party's email address. The parties agree to provide each other with current e mail addresses. Provided, however, that this Agreement may not be amended or modified via electronic means.

XVII. Entire Agreement

This Agreement, and the Exhibits hereto, constitutes the entire agreement and understanding between the parties hereto concerning the subject matter of this Agreement. It may not be changed, altered or modified except by mutual agreement in writing. The parties hereto acknowledge and agree that, upon execution and delivery of this Agreement, any previous agreement(s) between the parties concerning the same or similar subject matter are canceled and are null and void, except that any monies due and owing at that time shall be paid by the respective party to the other, and except that any obligations expressly stated to survive termination of any such agreement shall so survive.

XVIII. Release

Broker acknowledges and agrees that by signing this Agreement it has read, understands and accepts each and all of the provisions hereof, and that it has had a full opportunity to examine, review and consult with legal and other advisors of its choice about this Agreement prior to signing it.

Broker hereby releases and gives up any and all claims, demands, actions and causes of action and/or rights which Vendor or any party by or through Vendor, has, may have, or may hereafter have against Cartus, pursuant to or in connection with any prior contract(s) and/or business dealings between Vendor and Cartus. Nothing in this Section shall serve to release, compromise or otherwise affect any right of Vendor to receive service fees and/or reimbursement of permitted expenses with respect to services provided under prior contract(s), to the extent provided in such contract(s)

XIX. Governing Law

This Agreement shall be construed by and under the laws of the State of Connecticut and the Federal and State Courts of Connecticut shall have exclusive jurisdiction over any actions commenced in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CARTUS CORPORATION

PRESIDENT

Debra Hitchcock
Regional Director
Supply Chain Management

Scott Webber
Principal

Its Authorized Signatory

Its Authorized Signatory

Exhibit I Identification, Fees and Performance Goals
Exhibit II Territory
Exhibit III Master Listing Agreement Cartus Corporation – Associate
Broker Agreement
Exhibit IV Property Management Procedures
Attachment A Agent Amendment
Attachment B Broker Personnel Agreement
Attachment C OFAC Certification
Attachment D Broker's Letter

Exhibit I: Identification, Fees and Performance Standards

Broker Name: Summit Sotheby's International Realty

Principal Office Address: 2545 Parley's Way, Suite A

Salt Lake City, UT 84109

Attention: Scott Webber

Telephone: 801-467-2100

Fax: 801-467-2190

Email: scott.webber@sothebysrealty.com

Anagram: HRB-GO78

A. Service Fees:

1. Administrative Fee: \$ 4000.00 for the period January 1 through December 31, 2008.

Prorated Administrative Fee: \$1667.00

2. Broker Center Fee: \$ 1000.00 for the period January 1 through December 31, 2008.

Prorated Broker Center Fee: \$417.00

B. Performance Standards: For the period from the commencement of this agreement through December 31, 2008, the following minimum standards apply to Broker's service and performance to Cartus and its clients for the Territory:

1. Corporate Departure, Destination, and Affinity Qualitative Service Performance

(Top Block Customer Satisfaction on Program Overall): Must be above 70 %.

2. Departure Services:

Total Direct Operating Expense (TDOE) on Corporate Inventory is not to exceed 17 %.

Corporate Inventory Days on Market must average less than 115 days.

Total Direct Operating Expense (TDOE) on Corporate Assigned/Amended sales is not to exceed 10 %.

BMA Variance to Sales Price not to exceed 4 %

3. USAA Movers Advantage[®]

Sales Conversion must meet or exceed 53%

Mortgage Conversion must meet or exceed 70%.

Top Block Service must meet or exceed 73%.

4. Other Affinity Programs:

Sales Conversion must meet or exceed 50%
Mortgage Conversion must meet or exceed 70%.
Top Block Service must meet or exceed 85%.

5. **Destination Services:**

Contract Closing Rate must meet or exceed 63%

6. **Outgoing Closings:**

Broker to Broker outgoing referrals required: **100**

Broker to Broker outgoing closings required: **30**

Outgoing Conversion Rate for Broker to Broker Referrals: 33%

Incoming Conversion Rate for Broker to Broker Referrals: 33%

7. **Diversity Business Program:**

10 % of suppliers used on Cartus transactions Women-Owned Businesses

10 % of suppliers used on Cartus transactions Minority-Owned Businesses

(Remainder of page intentionally left blank)

Cartus Corporation - Associate Broker Agreement

Exhibit II: Territory

The parties agree that the geographic service area for Broker shall be as follows:

Utah

(Remainder of page intentionally left blank)

Summit Sotheby's International Realty

7/2/2008 15:20:37

2545 Parley's Way, Suite A
Salt Lake City, UT 84109

Vendor Number:

Tax ID: 262216507

Utah

Davis

Bountiful	84010	Associate
Bountiful	84011	Associate
Centerville	84014	Associate
Farmington	84025	Associate
North Salt Lake	84054	Associate

Salt Lake

Draper	84020	Associate
Riverton	84065	Associate
Riverton	84095	Associate
Salt Lake City	84100	Associate
Salt Lake City	84101	Associate
Salt Lake City	84102	Associate
Salt Lake City	84103	Associate
Salt Lake City	84104	Associate
Salt Lake City	84105	Associate
Salt Lake City	84106	Associate
Salt Lake City	84107	Associate
Salt Lake City	84108	Associate
Salt Lake City	84109	Associate
Salt Lake City	84110	Associate
Salt Lake City	84111	Associate
Salt Lake City	84112	Associate
Salt Lake City	84113	Associate
Salt Lake City	84114	Associate
Salt Lake City	84115	Associate
Salt Lake City	84116	Associate
Salt Lake City	84117	Associate
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Salt Lake City	84119	Associate
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Salt Lake City	84124	Associate
Salt Lake City	84125	Associate
Salt Lake City	84126	Associate
Salt Lake City	84127	Associate
Salt Lake City	84128	Associate
Salt Lake City	84131	Associate
Salt Lake City	84132	Associate
Salt Lake City	84133	Associate
Salt Lake City	84134	Associate
Salt Lake City	84136	Associate
Salt Lake City	84138	Associate
Salt Lake City	84141	Associate
Salt Lake City	84143	Associate
Salt Lake City	84144	Associate
Salt Lake City	84145	Associate
Salt Lake City	84147	Associate
Salt Lake City	84148	Associate
Salt Lake City	84151	Associate

Summit Sotheby's International Realty

7/2/2008 15:20:37

2545 Parley's Way, Suite A
Salt Lake City, UT 84109

Vendor Number:

Tax ID: 262216507

Utah

Salt Lake

Salt Lake City	84152	Associate
Salt Lake City	84157	Associate
Salt Lake City	84158	Associate
Salt Lake City	84165	Associate
Salt Lake City	84170	Associate
Salt Lake City	84180	Associate
Salt Lake City	84184	Associate
Salt Lake City	84189	Associate
Salt Lake City	84190	Associate
Salt Lake City	84199	Associate
Sandy	84070	Associate
Sandy	84090	Associate
Sandy	84091	Associate
Sandy	84092	Associate
Sandy	84093	Associate
Sandy	84094	Associate

Cartus Corporation - Associate Broker Agreement

Exhibit III: Master Listing Agreement

Cartus desires to list certain properties (singularly the "Property" and collectively the "Properties") for sale, and Broker desires to act as Cartus' local broker for the sale of the Properties as hereinafter provided. In consideration of the mutual covenants herein contained and contained in the main body of the Associate Broker Agreement, it is agreed as follows:

I. Listings, Sales, Commissions

- A. Cartus shall notify Broker of each Property to be listed, specifying complete address, asking price, commission to be paid, disclosure issues, and other details as appropriate, as soon as practicable, and Broker shall immediately acknowledge such listing in writing within 48 hours of receipt. Time is of the essence, and in the event that Cartus has not received written acknowledgement (by fax, email or otherwise) of the listing from Broker within 48 hours from Cartus' notification of listing, Cartus shall be free to list the Property with another broker without any liability to Broker.
- B. Broker shall use its best efforts to sell each Property at the asking price as set by Cartus from time to time, by the use of any and all recognized and permitted methods, including advertising, showing the property to prospective purchasers, and placing a "For Sale" sign on the Property. Broker agrees to cooperate with all other brokers that may have purchasers for the Property, to list each Property with other reputable brokers on a co-brokerage basis, and to utilize any existing local multiple listing service ("MLS") available to it; and Broker is hereby authorized to sign on behalf of Cartus any documentation necessary to enter the listing into the local MLS and enter into other co-brokerage arrangements. Broker agrees to note on any listing or other arrangement that the Property is "corporate owned".
- C. Broker agrees to present every offer on a Property to Cartus for its consideration, and to negotiate the terms and conditions of sale in accordance with the instructions of Cartus. To the extent not prohibited by local law, the local member of the Cartus Closing Management Network shall accept and hold in escrow all money paid or deposited on a contract of sale or as a binder. Broker acknowledges and agrees that any earnest or deposit money forfeited by a purchaser under a contract of sale is the property of, and will be paid in full to Cartus. Unless directed otherwise by Cartus, all closings of Properties sold pursuant hereto shall be conducted by the local member of the Cartus Closing Management Network. Broker agrees to complete, sign and deliver a Cartus Final Billing Statement to the closing representative at closing, including originals of all invoices and estimate for all other expenses for which Broker has not received an invoice.
- D. Cartus agrees to pay Broker a commission in an amount to be mutually agreed upon for any consummated sale resulting from the sales activities of Broker. The commission shall become due and payable to Broker only upon actual closing of the sale. No commission shall be deemed earned by or payable to Broker until such time as the sale is actually consummated and closed, including passage of title and payment of the purchase price as agreed, irrespective of the cause for any non-consummation or whether it be the act or fault of the seller or the purchaser(s), the unmarketability of title, or any other reason whatsoever.
- E. In order for a commission to be due Broker, the Property must be acquired by a purchaser introduced by Broker and a contract of sale must be executed:
 - i) during Broker's listing period or any extension thereof, or
 - ii) within 48 hours after the expiration of Broker's listing period or any extension, provided that Broker has furnished Cartus with a current written list of prospective purchasers who have been introduced by Broker during Broker's listing period or any extension thereof and title is in fact acquired by a purchaser whose name appears on such list. Such list must be in Cartus'

possession not later than the third business day prior to the expiration of the listing or any extension thereof. In the event a prospective purchaser is found following said notification, but prior to the expiration of the listing or extension, Broker must telephone Cartus to register the prospect no later than 24 hours prior to the expiration of the listing or extension. Cartus has no obligation to notify Broker in the event that Cartus has not received such list as contemplated hereunder. In no event shall Cartus be obligated to pay Broker any commission if Broker has failed to provide Cartus with such list as contemplated hereunder. In the event any Property is sold during and under a "protection period" as described above by another real estate broker, Broker hereby agrees to waive all commission in connection with such sale.

- F. Broker understands and agrees that it will comply with the Cartus policy of full disclosure of all knowledge related to toxic and hazardous materials, structural matters, pests, and any other factor(s) that relate in any manner to the condition or value of the Property or potential health hazards to those who may occupy the Property.

II. Procedures for Maintenance of Premises

- A. Unless otherwise directed by Cartus, upon accepting a listing or upon the Property becoming vacant, whichever is later, Broker shall
- i) Inspect the Property and arrange to have all necessary maintenance and minor repairs performed, including house cleaning, pool maintenance, snow removal and yard work, required to show the Property most advantageously; and
 - ii) Notify telephone, refuse disposal and alarm companies to discontinue service, billing the former occupant for services prior thereto as appropriate, and Broker shall continue utilities other than telephone, refuse disposal and alarm and have them placed in Broker's name.
- B. Unless otherwise specifically directed by Cartus, within six (6) days of listing or the Property becoming vacant, whichever is later, and otherwise, as the need arises, Broker shall determine whether repairs or improvements are needed to the Property. If repairs or improvements are warranted, Broker shall obtain and forward to Cartus for approval two (2) estimates for work costing over \$2,000 or one (1) estimate for work costing between \$1,000 and \$2,000; for repairs and improvements costing under \$1,000 estimates shall not be required, unless otherwise requested by Cartus. No repair or improvement shall be initiated without Cartus' prior consent, and any such initiated without Cartus' prior consent shall be the responsibility and at the expense of Broker.
- C. In areas where and at times when freezing can reasonably be expected, Broker agrees to have a qualified plumber properly winterize each Property to prevent damage from freezing water and freezing temperatures. Winterization will be completed a minimum of thirty (30) days before temperatures normally drop below freezing, or whenever the particular circumstances require it. However, if a Property is sold and scheduled to be closed, Broker will check with Cartus before ordering this work.
- D. Broker shall be responsible for supervising all repairs, improvements and maintenance, and inspecting all completed work for satisfactory performance. Broker shall make payment to suppliers only upon its verification that the work was performed satisfactorily.
- E. During the listing period and until closing of any sale, Broker shall
- i. Act as the "on-site" representative of Cartus for each Property, under and pursuant to the instructions of Cartus, recognizing its fiduciary relationship to Cartus and handling all its responsibilities accordingly, and furnish such supervisory and inspection services as Cartus shall deem necessary to minimize the possibility of damage to the Property by fire, vandalism, or other similar causes;

- ii. Inspect the Property at least once per week or more often as required and arrange for the performance of minor maintenance upon the Property, such as snow removal, picking up papers, mowing lawns, and keeping the Property in a clean condition;
 - iii. In emergencies, take whatever prudent action is necessary to protect the Property from waste and damage, notifying Cartus as soon as possible thereafter and keeping the cost to Cartus to a minimum.
- F. Broker agrees that it will engage only highly reputable contractors to perform maintenance, repair or improvement services hereunder, and under no circumstances will Broker engage any contractor having any relationship with Broker or any of its principals, agents, employees, or others connected with Broker in any way that might in any way be deemed to be, or appear to be, a conflict of interest. Broker agrees to immediately notify Cartus of such circumstance.
- G. Broker shall not allow the occupancy of the Property, or storage on the Property of any goods or materials, of any kind prior to closing. Broker shall not allow purchaser(s) access to the Property for any purpose other than showings until a binding agreement to purchase has been executed by Cartus and purchaser, and thereafter only for the purpose of showings, inspections and other matters necessary for consummation of the sale.
- H. Broker agrees to keep Cartus advised on a biweekly basis of all activity affecting the Property. In addition, Broker shall furnish Cartus with Property status reports, on forms and containing information prescribed by Cartus, every 30 days or otherwise as requested by Cartus. In addition to completing such reports, Broker shall provide any ideas, recommendations, and any other information requested by Cartus or otherwise germane to the sale of the Property. Broker acknowledges and agrees that failure to comply with the reporting procedures or any other requirement of this Agreement shall give Cartus the right to terminate the listing for the Property at issue.

III. Payments

- A. Broker agrees to pay directly for any and all utilities, maintenance, repairs, improvements, and other matters, as payments come due, and to obtain an original receipt for each item of expense. Broker shall invoice Cartus for the same on a monthly basis, referring to the Cartus property identification number and property address and enclosing all original receipts.
- B. Unless otherwise expressly agreed by Cartus, Cartus will not reimburse Broker for any expenditure which is in part or in whole the responsibility of any former owner, any expenditure relating to a period of time prior to Cartus' listing with Broker, any expenditure more than 30 days old, any expenditure not evidenced by an original invoice from the actual supplier, or any expenditure or estimate submitted to Cartus after closing.
- C. Expenses incurred in violation of this section shall be the sole responsibility of Broker. Broker shall be liable for any and all costs and damages that result from its failure to perform its obligations under this section.
- D. Under no circumstances shall Cartus be responsible for or obligated to pay any expenses incurred in connection with advertising or other sales promotional activity, nor shall it bear any burden of satisfying any additional commissions arising out of any co-brokerage, multiple listings, or any other similar arrangements, it being expressly agreed that all such expenses are the responsibility and obligation of Broker. Broker agrees to hold Cartus harmless from any and all claims of other brokers arising from Broker's acts.

IV. General

- A. Broker acknowledges and agrees that failure to market or maintain a Property in accordance with the terms of this Agreement, or failure to comply with the reporting

procedures or any other requirement of this Agreement shall give Cartus the right to terminate the listing for the Property at issue without penalty or other obligation.

- B. Except to the extent expressly contradicted herein, the terms and condition of the main body of the Strategic Alliance Agreement shall apply hereto as if expressly and completely set forth herein.

Cartus Service Corporation – Associate Broker Agreement

Exhibit IV: Property Management Procedures

From time to time, Cartus may designate properties for Broker to manage (hereinafter the "Property" or "Properties"). Broker shall manage each Property in accordance with the following procedures:

I Properties, Rental

- A. Cartus shall notify Broker of each Property to be managed, specifying complete address, rental price (if any), disclosure issues, and other details as appropriate, as soon as practicable, and Broker shall immediately acknowledge such assignment in writing. Time is of the essence, and in the event that Cartus has not received written acknowledgement (by fax, email or otherwise) of the assignment from Broker within 48 hours from Cartus' notification, Cartus shall be free to assign the Property to another broker without any liability to Broker.
- B. If the Property is to be rented, Broker shall use its best efforts to rent such Property at the asking price as set by Cartus from time to time, by the use of any and all recognized and permitted methods, including advertising, showing the property to prospective tenants, and placing a "For Rent" sign on the Property. Broker agrees to cooperate with all other brokers that may have tenants for the Property, to list the Property with other reputable brokers on a co-brokerage basis, and to utilize any existing local multiple listing service ("MLS") available to it; and Broker is hereby authorized to sign on behalf of Cartus any documentation necessary to enter the listing into the local MLS and enter into other co-brokerage arrangements.
- C. If the Property is to be rented, Broker agrees to present every offer on a Property to Cartus for its consideration, and to negotiate the terms and conditions of rental in accordance with the instructions of Cartus. To the extent not prohibited by local law, Broker shall forward to Cartus all money deposited under a lease. Broker acknowledges and agrees that any deposit money forfeited by a tenant under a lease is the property of Cartus.
- D. Cartus agrees to pay Broker a fee in an amount to be mutually agreed upon for any consummated lease resulting from the activities of Broker. The fee shall become due and payable to Broker only upon actual occupancy of the Property by a tenant, irrespective of the cause for any non-occupancy or whether it be the act or fault of the lessor or the tenant(s).

- E. Broker understands and agrees that it will comply with the Cartus policy of full disclosure of all knowledge related to toxic and hazardous materials, structural matters, pests, and any other factor(s) that relate in any manner to the condition or value of the Property or potential health hazards to those who may occupy the Property.

II. Procedures and Maintenance

- A. Unless otherwise directed by Cartus, upon accepting the assignment or upon the Property becoming vacant, whichever is later, Broker shall
 - i. Conduct a comprehensive interior and exterior inspection, and shall complete and forward to Cartus a report thereof, on Cartus' inspection form, including photos;
 - ii. Arrange to have all necessary maintenance and minor repairs performed, including house cleaning, pool maintenance, snow removal and yard work, required to show the Property most advantageously; and
 - iii. Notify telephone, refuse disposal and alarm companies to discontinue service, and to bill the former occupant for services prior thereto as appropriate, and Broker shall continue utilities other than telephone, refuse disposal and alarm and have them placed in Broker's name.
- B. Unless otherwise specifically directed by Cartus, within six (6) days of accepting the assignment or the Property becoming vacant, whichever is later, and otherwise, as the need arises, Broker shall determine whether repairs or improvements are needed to the Property. If repairs or improvements are warranted, Broker shall obtain and forward to Cartus for approval three (3) estimates for work costing over \$1,000 or two (2) estimates for work costing between \$500 and \$1,000; for repairs and improvements costing under \$500 estimates shall not be required. No repair or improvement shall be initiated without Cartus' prior consent, and any such initiated without Cartus' prior consent shall be the responsibility and at the expense of Broker.
- C. In areas where and at times when freezing can reasonably be expected, Broker agrees to have a qualified plumber properly winterize each Property to prevent damage from freezing water and freezing temperatures. Winterization will be completed a minimum of thirty (30) days before temperatures normally drop below freezing, or whenever the particular circumstances require it. However, if a Property is leased and scheduled to be occupied, Broker will check with Cartus before ordering this work.
- D. Broker shall be responsible for supervising all repairs, improvements and maintenance, and inspecting all completed work for satisfactory performance. Broker shall make payment to suppliers only upon its verification that the work was performed satisfactorily.
- E. During the period of the assignment, Broker shall:
 - i. Act as the "on-site" representative for Cartus for each Property, under and pursuant to the instructions of Cartus, recognizing its fiduciary relationship to

Cartus and handling all its responsibilities accordingly, and furnish such supervisory and inspection services as Cartus shall deem necessary to minimize the possibility of damage to the Property by fire, vandalism, or other similar causes.

- ii. If the Property is vacant, maintain it in marketable condition at all times, inspect it at least once per week or more often as required, and arrange for the performance of minor maintenance upon the Property, such as snow removal, picking up papers, mowing lawns, and keeping the Property in a clean condition.
 - iii. In emergencies, take whatever prudent action is necessary to protect the Property from waste and damage, to prevent personal injury to the occupants, or to maintain services to tenants in accordance with their respective lease agreements, notifying Cartus as soon as possible thereafter and keeping the cost to Cartus to a minimum.
 - iv. Inspect each Property quarterly and as otherwise requested by Cartus, and report to Cartus within 10 days thereafter, including interior and/or exterior photos, unless otherwise instructed by Cartus
 - v. Be responsible for handling tenant concerns or problems and shall coordinate with Cartus in adopting satisfactory resolutions therefor.
- F. Upon return of the owner of the Property, if any, Broker shall inspect the Property and report to Cartus, including comprehensive interior and exterior photos using Cartus inspection form. This inspection shall be done no earlier than seven (7) days prior to the owner's scheduled reoccupancy of the Property.
- G. Broker agrees that it will engage only highly reputable contractors, which must be fully licensed in accordance with local law or custom, insured and bonded, to perform maintenance, repair or improvement services hereunder, and under no circumstances will Broker engage any contractor having any relationship with Broker or any of its principals, agents, employees, or others connected with Broker in any way that might in any way be deemed to be, or appear to be, a conflict of interest. Broker agrees to immediately notify Cartus of such circumstance.
- H. Broker shall not allow the occupancy of the Property, or storage on the Property of any goods or materials, of any kind prior to leasing. Broker shall not allow tenants access to the Property for any purpose other than showings until a binding agreement to lease has been executed by Cartus and tenant, and thereafter until full occupancy under the lease only for the purpose of showings, inspections and other matters necessary for consummation of the lease.
- I. Broker agrees to keep Cartus advised of all activity affecting the Property. In addition, Broker shall furnish Cartus with Property status reports, on forms and containing information prescribed by Cartus, every 90 days or otherwise as requested by Cartus. In addition to completing such reports, Broker shall provide any ideas, recommendations, and any other information requested by Cartus or otherwise germane to the Property. Broker acknowledges and agrees that failure to comply with the reporting procedures or any other requirement of this Agreement shall give Cartus the right to terminate the assignment for the Property at issue.

III. Fees

As compensation for managing such rental properties, Cartus agrees to pay Broker a monthly or quarterly fee for each Property, and any other amounts, as set forth in Cartus' notification of the assignment to Broker. Payment of the monthly fee will commence upon acceptance of the assignment or the Property being vacated by the homeowner, whichever is later. The monthly fee will not be prorated.

IV. Payments

- A. Broker agrees to pay directly for any and all utilities, maintenance, repairs, improvements, and other matters not the responsibility of a tenant, as payments come due, and to obtain an original receipt for each item of expense. Broker shall invoice Cartus for the same on a monthly basis, referring to the Cartus property identification number and property address and enclosing all original receipts.
- B. Unless otherwise expressly agreed by Cartus, Cartus will not reimburse Broker for any expenditure which is in part or in whole the responsibility of any former owner, any expenditure relating to a period of time prior to Cartus' assignment to Broker, any expenditure more than 60 days old, any expenditure not evidenced by an original invoice from the actual supplier, or any expenditure submitted to Cartus later than five (5) days after the end of the assignment.
- C. Expenses incurred in violation of this section shall be the sole responsibility of Broker. Broker shall be liable for any and all costs and damages that result from its failure to perform its obligations under this section.
- D. Under no circumstances shall Cartus be responsible for or obligated to pay any expenses incurred in connection with advertising or other sales promotional activity, nor shall it bear any burden of satisfying any additional fees arising out of any co-brokerage, multiple listings, or any other similar arrangements, it being expressly agreed that all such expenses are the responsibility and obligation of Broker. Broker agrees to hold Cartus harmless from any and all claims of other brokers arising from Broker's acts.

V. General

- A. Broker acknowledges and agrees that failure to market or maintain a Property in accordance with the terms of this Agreement, or failure to comply with the reporting procedures or any other requirement of this Agreement shall give Cartus the right to terminate the listing for the Property at issue without penalty or other obligation.
- B. Except to the extent expressly contradicted herein, the terms and condition of the main body of the Strategic Alliance Agreement shall apply hereto as if expressly and completely set forth herein.

AGENT

This Agreement is entered into as of this ___ day of _____, 2008, between _____, a duly licensed real estate broker ("Broker") and Angie Bronson ("Associate").

WHEREAS, Broker and Associate are parties to an Independent Contractor Agreement or similar agreement (the "Agent Agreement") whereby Broker and Associate have entered into an independent contractor relationship; and

WHEREAS, Associate desires to be eligible for referral of buyers and sellers who are customers ("Customers") of Cartus' corporate and government clients and/or affinity organizations (collectively, "Clients") and referred to Broker by Cartus; and

WHEREAS, Associate may enter the homes of Customers and/or have access to Customer Data; and

WHEREAS, in order to remain eligible for such referrals, Cartus requires certain assurances concerning Associate's background and other affirmations.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this amendment, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Agent Agreement is hereby amended to add the following paragraphs:

A. Background Check. Associate hereby (I) agrees that investigative background inquiries are to be made on myself including criminal, OFAC and other reports. This information will, in whole or in part, be obtained from a third party vendor. These reports will include information as to felony and/or certain misdemeanor convictions and the presence of my name on OFAC lists. Further, Associate understands that information will be requested from various federal, state and other agencies which maintain public and non-public records concerning my past activities relating to such matters; (II) agrees that the results of such background checks may be disclosed to Broker, Cartus, and Clients and their respective representatives and auditors; (III) acknowledges that Cartus may, in its sole discretion, determine that the results of such background checks will result in the termination of my status as an "A" Team Associate; and (IV) agrees to co-operate with the background vendor chosen by Cartus from time to time, and provide any documentation deemed necessary by any of Broker, Cartus and/or Clients in connection with such background checks.

B. Associate Warranty. Associate warrants that Associate's name and social security number match and that (check applicable line):

I am a United States citizen; or

I have attached hereto one of the documents currently accepted by the U.S. Citizenship and Immigration Services "USCIS" and its predecessors as proof of

employment eligibility (whether or not I am an employee of Broker), as shown on USCIS website's instructions for Form I-9 (www.uscis.gov/graphics/formsfee).

C. Confidentiality. Associate acknowledges that all information and Customer data concerning Cartus' Customers and/or Clients' programs (including, without limitation, the identification of individuals as Customers) and any referrals assigned to an associate, including all agent generated referrals, is confidential information ("Confidential Information"). Associate agrees to (i) except as necessary to deliver the services set forth in the Agent Agreement, receive and hold the Confidential Information in confidence and refrain from disclosing or discussing any portion of the Confidential Information with any third person or entity, (ii) use the same degree of care in protecting the Confidential Information as it uses to protect its own proprietary information and (iii) not use or disclose any of the Confidential Information for any purpose whatsoever, except for the sole purpose of performing services as set forth in the Agent Agreement, (iv) under no circumstances use a Customer's information or data, including name and address for advertising testimonials. In furtherance and not in limitation of the foregoing, Associate acknowledges and agrees except as specifically permitted herein, Associate shall not use the Confidential Information to create or maintain data bases of clients, target Customers as customers for solicitation of future business or identify to any third party that the customer is or was a Customer.

Associate understands that he/she is prohibited from contacting a Customer to discuss the results of any Performance Evaluation or Questionnaire and further understands and acknowledges that the comments made by a Customer are private and shall not be discussed with the Customer under any circumstances.

Associate shall not contact or attempt to contact the Customer if the Customer requests an Associate reassignment.

D. Severance of Relationship. In the event that Associate ceases to be an agent affiliated with Broker for any reason whatsoever, Associate agrees that (i) it shall not use to its advantage, or to the advantage of any other party, any information gained from the files or business of Broker concerning any Cartus Client or Customer (including, without limitation any information concerning the USAA program or any USAA customer); (ii) except as otherwise required by applicable law concerning record retention, all files and other data, in written or electronic form related to customers referred to Associate through Cartus referrals shall not be retained, but shall be forwarded to Broker; (iii) any pending referrals of Cartus Customers and Clients (including without limitation, USAA customers) shall remain the property of Broker.

E. Referral Fees. Associate confirms its obligation to pay referral fees due to Cartus with respect to closed Customer transactions referred to Associate by Cartus and/or Clients or Affinity organizations.

F. Other Products. Associate acknowledges that the United Services Automobile Association ("USAA") and its affiliates offer mortgage, insurance and other products and services and Associate agrees to refer USAA employees and members to USAA for those products. In addition, other Cartus affinity Clients may offer products and services and Associate agrees to refer the related member to the affinity Client for those products and services.

G. Continuing Obligations. Associate agrees that in consideration of referrals generated through Cartus, that it will (i) pay the applicable referral fee to Cartus and continue to honor said

referral fee for an 18 month protection period.; (ii) not charge any administrative, or processing or other fees; and (iii) if a referred Customer generates another transaction within 18 months from close of the referred transaction, another referral fee will be due.

H. Underlying Agreement. Except as amended herein, the Agent Agreement remains in full force and effect in accordance with its terms.

I. Term. This Agreement shall remain in force so long as Associate is a "A Team" member. Further, the provisions of Sections C, D and G of this amendment agreement shall survive the termination of the Agent Agreement for a period of seven (7) years, or such shorter period as may be required by applicable law.

J. Third Party Beneficiary. Associate agrees that it is entering into this amendment agreement for the benefit of Cartus; and therefore, Cartus is third party beneficiary hereof with full rights to enforce Associate's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSOCIATE:

BROKER:

MARY BRONSON

BY: Mary Bronson

BY: _____

Name:

Name:

Title:

Title:

Its Authorized Signatory

Its Authorized Signatory

BROKER PERSONNEL

This Agreement is entered into as of this _____ day of _____, 20____, between _____, a duly licensed real estate broker ("Broker") and _____ ("Employee").

WHEREAS, Broker supplies and performs real estate services to Cartus Customers (members);

WHEREAS, in connection with such services, Employee may enter the homes of USAA employees and/or members on behalf of Broker;

WHEREAS, in order for Broker to be eligible to provide services to USAA employees and/or members, Cartus requires certain assurances concerning Employee's background.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties make and enter into this Agreement.

1. Background Check. Employee hereby (I) agrees that investigative background inquiries are to be made on myself including criminal, OFAC and other reports. This information will, in whole or in part, be obtained from a third party vendor. These reports will include information as to felony and/or certain misdemeanor convictions and the presence of my name on OFAC lists. Further, Associate understands that information will be requested from various federal, state and other agencies which maintain public and non-public records concerning my past activities relating to such matters; (II) agrees that the results of such background checks may be disclosed to Broker, Cartus, USAA Relocation Services, Inc. and their respective representatives and auditors; (III) acknowledges that Cartus may, in its sole discretion, determine that the results of such background checks will result in the termination of my status as a party eligible to provide services to USAA members; and (IV) agrees to co-operate with the background vendor chosen by Cartus from time to time, Broker, Cartus and USAA and provide any documentation deemed necessary by any of them in connection with such background checks.

2. Warranty. Employee warrants that Employee's name and social security numbers match and that he/she is (check applicable line):

_____ a United States citizen; or

_____ I have attached hereto one of the documents currently accepted by the U.S. Citizenship and Immigration Services "USCIS" and its predecessors as proof of employment eligibility (whether or not such Provider is an employee of Broker), as shown on USCIS website's instructions for Form I-9 (www.uscis.gov/graphics/formsfee).

3. Confidentiality. Employee acknowledges that all information concerning the USAA program (including, without limitation, the identification of individuals as USAA employees) not generally known by third parties is confidential information ("Confidential Information"). Employee agrees to (i) except as necessary to deliver the services set forth in the Agent Agreement, receive and hold the Confidential Information in confidence and refrain from

disclosing or discussing any portion of the Confidential Information with any third person or entity, (ii) use the same degree of care in protecting the Confidential Information as it uses to protect its own proprietary information and (iii) not use or disclose any of the Confidential Information for any purpose whatsoever, except for the sole purpose of performing services as set forth in the Employee Agreement, if any.. In furtherance and not in limitation of the foregoing, Employee acknowledges and agrees except as specifically permitted herein, Employee shall not use the Confidential Information to create or maintain data bases of clients, target USAA employees as customers for solicitation of future business or identify to any third party that the customer is or was a USAA employee.

Employee understands and agrees that he/she is prohibited from contacting a Customer to discuss the results of any Performance Evaluation or Questionnaire and further understands and acknowledges that the comments made by a Customer are private and shall not be discussed with the Customer under any circumstances.

4. Severance of Relationship. In the event that Employee ceases to be an employee affiliated with Broker for any reason whatsoever, Employee agrees that (i) it shall not use to its advantage, or to the advantage of any other party, any information gained from the files or business of Broker concerning the Cartus program or any Cartus or an Affinity Group's customer; (ii) except as otherwise required by applicable law concerning record retention, all files and other data, in written or electronic form related to customers referred to Associate through the Cartus or other programs shall not be retained, but shall be forwarded to Broker; (iii) any pending referrals of Cartus or Affinity Group's customers shall remain the property of Broker.

5. Term. This Agreement shall remain in force until 12/31/06 and thereafter shall be renewed by the parties annually signing a new Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYEE:

BROKER:

Print Name: _____

BY: _____

Name:

Title:

Its Authorized Signatory

OFAC CERTIFICATION

FROM: _____
(the "Broker")

DATE: _____, 20____

The undersigned certifies that the undersigned is the _____ of the Broker and that, as such, the undersigned is authorized to execute and deliver this certificate in the name and on behalf of the Broker. The undersigned further certifies that:

- 1. The following are the current Providers, as defined in the Strategic Alliance Agreement between Broker and Cartus Corporation, as amended [list in alphabetical order] (collectively, the "USAA Team"):
[LIST PROVIDERS HERE]

2. CHECK APPROPRIATE BOX:

- Each Provider has been checked by Broker and will continue to be checked by Broker against the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons list ("OFAC List") its updates, and any other regulations administered by OFAC during the term of Broker's Strategic Alliance Agreement with Cartus, and that no matches were found.

OR

- Each Provider has been checked by Broker and will continue to be checked by Broker against the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons list ("OFAC List") its updates, and any other regulations administered by OFAC during the term of Broker's Strategic Alliance Agreement with Cartus, and that the following matches were found: [list matches].

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate in the name and on behalf of the Broker on and as of the date written above.

Printed Name: _____

[Broker's Letter]

Dear :

Some time ago, you used a Cartus or one of its client's or Affinity Group's programs for your real estate transaction. We appreciate the opportunity you gave us to help you with your real estate needs.

In the many years of this program's existence, Cartus, its clients and Affinity Groups have developed a product that has dramatically improved service for, and added value to, residential real estate transactions. As a result, these programs have become a model within the real estate business because of its consistently high satisfaction ratings from Customers and Affinity Group members who have used the program.

I want to make you aware of a recent change in our agent base. The agent you used previously, (insert name of agent), is no longer with (insert name of firm). While this does not affect any of the services provided by the program, it has changed the real estate agent chosen by Cartus to provide services to members in your community.

To insure you receive all the benefits of the Cartus or Affinity Group's program, please call Cartus or your Affinity group first when you again need to buy or sell a home. Your Coordinator will introduce you to an agent who is part of the exclusive Cartus real estate network. Remember, to take advantage of the Cartus program, including the cash bonus opportunity, you must work with one of these designated agents.

The Cartus program was developed to make the often-confusing process of buying and selling a home easier. This unique package of services includes:

- specially-trained real estate agents;
- services of a Cartus or Affinity Group Coordinator to monitor the transaction, ensure agent performance, and provide helpful consumer information and advocacy;
- extensive community and school information; and
- a cash bonus, in most areas, following the purchase or sale of your home.

When you're ready to move again, call Cartus at

Broker/Owner