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Email Transmission Cover Sheet

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| To: Ellaine Yeaman | From: Roger Le Prey |
| Email: | Email: |
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| Date: 11/28/2007 | Time: 3:35 PM |
| Subject: Notes | |

Comments:
Ellaine,

Here are my signed Foundation Agreements.

Roger

Conditional License Agreement

By accepting possession and using the of the Quantum Home Tour Training Program, training manuals and associated materials, you accept the terms of this Agreement. If you do not agree to the terms of this Agreement, please promptly return materials to the site manager or Quantum Management immediately.

Conditional License

The **Quantum Home Tour™**, the names, concepts, procedures, "choreography" and techniques are proprietary and the intellectual property of Douglas M. Yeaman, Quantum Management Systems. Douglas M. Yeaman and Quantum **loan you the Video material and DVD's** and give you, the licensee, the right to use the associated materials and the prescribed procedures contained in the manual and training along with the attached documentation subject to the following conditions and restrictions:

You, the licensee, are continuously affiliated with the holder of the "site license" (in this case _____); You do not modify or change materially the processes learned and in strict accordance with the trained procedures and: (1) You agree not to train others or accommodate them to learn without participating in this training and signing license agreements; (2) You agree not to let anyone study your use of the material or principles with the potential of exporting them to their own personal use; (3) You use for your exclusive benefit and do not distribute that benefit to others without written authorization; and (4) You agree to acknowledge Douglas M. Yeaman and Quantum as the proprietary source of your use of these materials, techniques and technologies.

Proprietary Rights and Obligations

The information and material contained in the manual is owned by Douglas M. Yeaman and Quantum and is protected by United States copyright laws and international treaty provisions. The structure, organization and information contained in the Manuals is the property of Douglas M. Yeaman and Quantum. You will not make or have made, or permit to be made, any copies of the DVD's, Video or Manuals, forms and attached or unattached documentation, or any portions thereof except as specifically authorized by this Agreement. You shall agree not to train, modify, adapt, translate, reverse, disassemble or create derivative works based on the Manuals, materials, concepts or trainings. The Manual and materials contained in the package may not be photocopied or distributed to others—except as expressly provided in the body of the manual and as stated herein. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. **You will be creating your own training notes and you agree that they shall be treated as the work product of this agreement and shall bear the same obligatory conditions as every other part of the program and material.**

You shall agree to use the DVD's, video and manuals and associated materials for the exclusive use in your own work and on behalf of the site licensee; and if you terminate your affiliation with the site licensee this license will be terminated automatically and without notice. Upon termination of affiliation with the site licensee you agree to turnover to either Quantum or the site licensee's representative all of the DVD's, videos and materials, including any related work products within 24 hours of termination. You shall further agree to not disclose the program to anyone other than parties to this agreement. In addition, you agree that any such use of the program must conform to the provisions set forth in the attached manuals and associated materials and as you were trained by Quantum. Training Manuals may not be duplicated and must be acquired through Quantum except as expressly agreed.

Assignment

You may not transfer or copy the DVD's, Videos, manual or accompanying materials.

Term

The license is effective until terminated. Quantum and or Douglas M. Yeaman have the right to terminate your license immediately if you fail to comply with any terms of this Agreement. Upon any such termination you will return, as agreed above, all original and any copies of, and any related materials; and you will cease all use of the trademarks and cease to conduct this program or any derivation in any way.

Entire Agreement

You acknowledge that you have read this agreement, understand it and that it is the complete and exclusive statement of your agreement with Douglas M. Yeaman and Quantum which supersedes any prior agreement, oral or written, and any other communications between Quantum its trainers, sales agents or affiliated others, and you relating to the subject matter of this agreement, and that your obligations under this agreement shall inure to the benefit of Douglas M. Yeaman and Quantum's licensees whose rights are licensed under this agreement. No variation of the terms of this agreement will be enforceable against Quantum unless Quantum gives its express consent in writing signed by an officer of Quantum and or Douglas M. Yeaman.

Roger Lefrey
Printed Name
[Signature] 11/28/07
Signed Date

License Granted By _____ Date _____



Foundation For Training Videos

By accepting the Video DVD's and acting as a Certified Trainer for Quantum and the Site Licensee, you agree and will conduct yourself in and around the training in the following manner:

I Will

1. Secure all DVD's, Videos and Trainer materials belonging to Quantum and I alone, shall be their keeper; and as such I shall insure that they are kept secure and under my personal and direct control.
2. Supervise attendance insuring participants are accountable for being on time to each module and returning on time from breaks.
3. Not smoke in direct presence of participants.
4. Oversee the use of the concepts, materials and processes of the program by participants while they are in the program and I will insure that their use or application is consistent with the methods agreed to by Quantum.
5. Insure that the Videos are only viewed with a certified trainer present and then only as part of a formal training. They may never be viewed by themselves except by me for review and developing my own training skills.
6. Use only training notes and outlines created by me as trainer and approved by Quantum.
7. Remain in the training room for the duration of each session except for formal breaks, formally acting as trainer, either sitting in the back, off to the side or in the front of the room. While the video is playing I will be attentive and sit with participants viewing it.
8. No drugs or alcohol during training. All prescribed drugs are to be cleared with Quantum before training.
9. Be on site, with sufficient time to insure that the room is set to Quantum Standards. The logistics will always be as described in the Trainer's Logistics manual and I will insure that supplies and materials conform to Quantum's Standards.
10. Trainer's nametag shall be worn at all times during the training modules, and at all times be clearly visible.
11. Insure that each and every participant in the room has completed and signed a Trainers Information Sheet, License Agreement and Committed to the Foundation for the Training. I will insure that a Trainer Evaluation form is completed by participants for each and every training and included in the above mailing.
12. Copy for my company's records the License Agreements and I shall mail or Fedex to Quantum, within 5 business days the License Agreements and the Trainers Information Sheets (together with business cards for those having them). I will follow the guidelines in the Compliance Guidelines attached.
13. Dress while in a training capacity shall be business or at minimum (depending on marketplace) business casual. I will maintain while training an excellent, professional image.
14. Not take telephone calls, or accept interruptions or messages of any kind on my behalf into the training room. No magazines, newspapers or other non-training materials shall be read by me or displayed in the training room. This includes food, gum, drink cups, etc. My cell phone or pager will be turned off.
15. Shall keep up the Quantum-Company calendar with all scheduled training events, encourage agents to use it and am responsible to see that materials are ordered a minimum of 2 weeks in advance.

Signature _____

Date _____

Foundation For All Trainers

By accepting Training or Consulting assignments and acting as a Certified Senior Trainer for Quantum Management Systems and Douglas M. Yeaman, you agree to and will conduct yourself in and around the training in the following manner:

I Will

1. As and when I book or schedule a training with a client **BE** personally responsible for 1) Insuring that it has been approved by Quantum in advance and, 2) seeing that all forms and materials are ordered and are delivered on site. When Quantum books me, Quantum will be responsible for all forms and manuals; I may be asked to carry certain manuals with me.
2. Maintain at all times my own training kit which will include all necessary materials for the training. I understand that materials and supplies must meet certain standards and I am familiar with the vendor-supplier list and will insure that it meets those standards.
3. Keep my web calendar current and reflecting in real time my Quantum related schedule.
4. Be meticulous with regard to the Trainer's Information Sheets and License Agreements. I will see that they are copied and then mailed or sent Fedex or similar to Quantum within 5 business days of the training.
5. Carefully maintain the quality of the standards set by Quantum and/or Douglas Yeaman and insure that any changes, alterations or suggestions are immediately communicated to Doug directly. If I observe issues with clients or participants I will handle directly with Doug and not with the client without direction.
6. Use only training notes and outlines created by me as trainer and approved by Quantum.
7. Keep a current biography and photo on the Quantum Web site and help in maintaining the website.
8. Endorse and acknowledge Douglas M. Yeaman as the source and author of the trainings and will encourage and support other trainings, secondary market materials, books and the website. Also, I will not encourage or through supportive reference endorse other trainings or services without the direct approval of Quantum.
9. Refer any new business related opportunities that arise out of my work with Quantum, the Training or participants or graduates. I also recognize that any spin-off or ancillary work that comes out of my work with Quantum shall belong to Quantum and then shared with me on some pre-negotiated basis. Any new clients or business opportunities shall first, be reviewed by Doug.
10. Fully report the results and dispositions of any trainings, client encounters or consulting activities at the end of each day or each completed training except as agreed by Doug. This report to be either by phone or email depending on the situation as determined by Quantum.
11. Provide participant evaluations of the trainer at the end of each training, and see that they are immediately forwarded to Quantum.
12. Per the license agreement, return immediately (within 5 business days), all related training materials, notes and videos to Quantum Management Systems, Inc. 1776 Park Ave., PO Box 770-242, Park City, UT 84060.
13. Notify Quantum Management **IMMEDIATELY** of any change or intent to change or discussion of potential change with regard to a scheduled training you are involved in.

Signature _____

Date _____

Registration Guidelines

Quantum Trainer's, Participant Registration Compliance Guidelines

*Your detailed attention to this is required.
This is a condition for remaining "certified" as a Trainer with Quantum.*

In processing the Trainer Information Sheets and License Agreements that are mailed to Quantum Management from the trainers, from time to time certain problems occur. Per your trainer license agreement, the trainer is responsible to see that everything is complete and mailed to us within a week of completion of the training. Below, is an outline of what is required.

- Mail in Trainer Information Sheets and License Agreement within one week of completion of the training. Do not attach business cards to Trainer Information Sheet. Just lump together and send with above materials.
- *Send originals* of the Trainer Information Sheet and License Agreement to Quantum and *keep a copy of each to retain in your office*
- The Trainer must sign off on the License Agreement where it reads: *License Granted By: _____ and Date: _____*
- Trainer Information Sheets must be filled out by the participant completely front and back
- Trainer Information Sheet must be filled in on front page the name of the training-where it reads _____ **TRAINING**
- Trainer Information Sheets must be signed by participant and dated
- Trainer Information sheet must be matched up with the License Agreement when mailing in to Quantum-this is a check and balance system to make sure you have a License Agreement for every Trainer Information Sheet

This information is critical to Quantum and the Company using the training. It protects the integrity of the training and the Company from unfair competition. There are no exceptions to this and when this is not done correctly it adds severely to the administration load we manage.

Read and Understood _____

Date _____