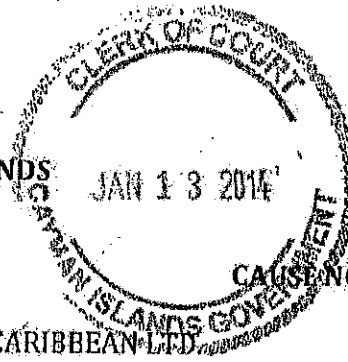


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION



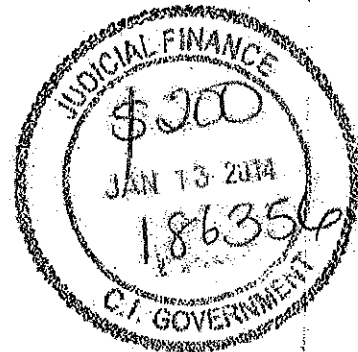
BETWEEN: EMERALD ISLES OF THE CARIBBEAN LTD. Plaintiff

AND: CENTURY 21 AVANTAGE IMMO First Defendant
PAUL RUFFET Second Defendant

WRIT OF SUMMONS

TO: Century 21 Avantage Immo
Centre Commercial Carrefour
Dillon Immcuble Rocade
Martinique 97200
Forte de France

AND TO: Paul Ruffet
Centre Commercial Carrefour
Dillon Immcuble Rocade
Martinique 97200
Forte de France



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 28 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 13th day of Jan - 2014.

NOTE: - This Writ may not be served later than 4 calendar months (or, if leave is require to effect service out of the jurisdiction, 6 months) beginning with the date of issue renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form;

STATEMENT OF CLAIM

1. The Plaintiff is the Franchisor of Century 21 of the Caribbean.
2. The Plaintiff entered a contract ("the Original Contract") with Century 21 Avantages Immo, a company incorporated in Martinique, Vincent Ribeiro and Joelle Roger of Martinique ("the Original Franchisees") on 18th March 2008. A copy of the contract is attached.
3. On 28th July 2010, the Second Defendant, Mr. Paul Ruffet entered an agreement with the Plaintiff and the Original Franchisees by way of an addendum ("the Addendum") to the Original Contract. A copy of the signed addendum is also attached hereto.
4. The preamble of the Addendum confirms that that Addendum is "*hereby made part*" of the Original Contract thereby legally binding the Second Defendant, Mr. Paul Ruffet to the Original Contract.
5. In accordance with the Addendum at clause 4, the Second Defendant, Mr. Ruffet agreed to "*assume responsibilities for any and all unpaid balances owed by Century 21 Avantages Immo to Emerald Isles of the Caribbean as of 1st of July 2010*".
6. In accordance with the Addendum at clause 4, the Second Defendant, Mr. Paul Ruffet, further agreed "*to assume and truly fulfil all liabilities and obligations related to, and incurred by Century 21 Avantages Immo from 1st July 2010*".
7. In accordance with the Original Contract, the Second Defendant, Mr. Paul Ruffet, agreed to pay fees including but not limited to franchise fees and royalty fees ("the Fees") and the Plaintiff would allow the Second Defendant to use the rights and privileges of the franchise.
8. In accordance with the Original Contract, the Plaintiff agreed to provide franchise for Century 21 marks and systems to the Defendants for Royalty Fees and Caribbean National Advertising Fund Fees (CNAF).
9. As at 30th April 2013, the amount owing to the Plaintiff was USD43,002.72. Attached hereto is a Statement of Accounts showing the same.

10. Despite telephone calls and emails sent to the Defendants, the Defendants made no payment.

11. The Plaintiff's issued a Demand Letter dated 30th March 2012.

12. The Demand Letter was registered mail to the Second Defendant at the registered office of the First Defendant. A copy of the Demand Letter and the Registered Mail slip is hereto attached.

13. The Second Defendant wrote an email on the 3rd April 2012 offering a payment plan and signed off on the email as "Sole Shareholder, Paul Ruffet". A copy of the email is hereto attached.

14. As at 28th November 2013, the Defendants outstanding debt to the Plaintiff is USD50,802.72. A copy of the Account Statement is hereto attached.

15. The account continues to accrue late charges and fees pursuant to the Original Contract.

16. Interest continues to accrue at a 8.25% compounded monthly with the current rate being USD16.27 per diem. (5% higher than the prime rate currently established by the Bank of New York) 3.25-5% rate of 5% per annum) pursuant to the Contract.

17. The Plaintiff claim is for damages resulting from Defendants failure to pay the fees in accordance with the Original Contract.

18. AND THE PLAINTIFF claims:

a. The sum of USD50,802.72

b. Interest

i. The rate of interest claimed is 8.25 per annum compounded monthly.

ii. The date from which interest is calculated is 30th May 2013.

iii. The total amount of interest claimed as at the date hereof is USD1,858.47

iv. The amount of interest accruing each day thereafter is US\$16.27 per diem compounded monthly.

c. Costs

d. Further or other relief as the Court deems fit.

19. If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of USD50,802.72 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Sonia Bush & Assoc.

Sonia Bush & Associates
Attorneys for the Plaintiff

This Writ is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008 Cayman Islands. Phone: 7695002.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
OF WRIT OF SUMMONS

1. The accompanying form of acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgement against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance
Please complete overleaf

Notes for Guidance

1. Each Defendant (if there is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)"
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

Notes on address for service

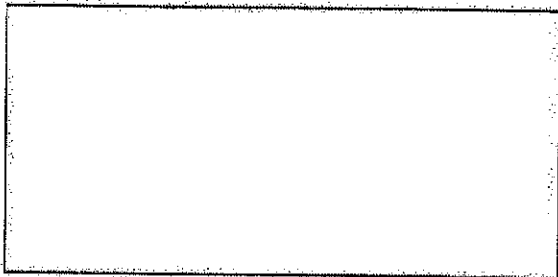
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Sonia Bush & Associates Law Firm
Attorneys-at-Law
Grand Pavilion Center,
802 West Bay Road,
P.O. Box 11139
Grand Cayman, KY1-1008
Cayman Islands.
PH: 13457695002

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.



C21 Caribbean Comy

Date: March 18, 2008

CENTURY 21 OF THE CARIBBEAN
("FRANCHISOR")

AND

Vincent Ribeiro and Joella Roger

("FRANCHISEE")

FRANCHISE AGREEMENT

Draft 4/KPJL/1620.3/21.05.99

QUIN & HAMPSON
Harbour Chambers
Third Floor, Harbour Centre
P.O. Box 1348, George Town
Cayman Islands, BVI
Fax: 345 949 4647
Tel: 345 949 4123

TABLE OF CONTENTS

RECITALS	1
TERMS OF AGREEMENT	1
1. DEFINITIONS; INTERPRETATION	2
2. GRANT OF FRANCHISE	4
3. TERM OF FRANCHISE	5
4. RENEWAL OF FRANCHISE	5
5. NAME OF FRANCHISE	7
6. LOCATION OF FRANCHISE	8
7. SERVICES AND OBLIGATIONS TO THE FRANCHISEE	9
8. INITIAL FRANCHISE FEE	10
9. FRANCHISE ROYALTY FEES	11
10. CARIBBEAN NATIONAL ADVERTISING FUND	14
11. FRANCHISE RENEWAL FEE	16
12. ADDITIONAL OBLIGATIONS OF THE FRANCHISEE	16
13. REPRESENTATIONS BY THE FRANCHISOR	31
14. REPRESENTATIONS BY THE FRANCHISEE	32
15. TRADEMARKS	33
16. IMPROVEMENTS AND INNOVATIONS	34
17. RELATIONSHIP OF PARTIES	34
18. RIGHTS RESERVED BY CENTURY 21	35
19. ASSIGNMENT OF FRANCHISE	35
20. TERMINATION	38
21. PROCEDURES AFTER TERMINATION	42
22. ADDITIONAL REMEDIES FOR BREACH	46
23. ATTORNEYS' FEES	46
24. INTEGRATION	46
25. AMENDMENT	47
26. WAIVER	47
27. APPROVALS	47
28. TRANSLATION	47
29. STAMP DUTY	47
30. CONSTRUCTION AND VENUE	47
31. SEVERABILITY	48
32. NOTICES	48
33. BINDING ON SUCCESSORS	48
34. EXCLUSIVE PROPERTY	49
35. ADDITIONAL REPRESENTATIONS	49

C21 Caribbean Copy

THIS AGREEMENT is made this 18 day of March, 2008

BETWEEN

- 1. EMERALD ISLES OF THE CARIBBEAN LTD. d/b/a CENTURY 21 of the Caribbean (hereinafter called the "Franchisor") a company incorporated in the Cayman Islands, the registered office of which is at P.O. Box 30555 SMB, Galleria Plaza, West Bay Road, Grand Cayman, Cayman Islands; and
- 2. Vincent Ribeiro and Joelle Roger d/b/a CENTURY 21 Avantages Immo (hereinafter called the "Franchisee") a company incorporated in Martinique the registered office of which is at ~~Le Larentin, Le Larentin~~ Martinique, 97232-F.W.I.
 Centre Commercial Camfou Dillon, Immeuble Rocade, 97200 FORT DE FRANCE

RECITALS

- A. CENTURY 21 Real Estate Corporation, a Delaware Corporation ("CENTURY 21") has developed a plan for the establishment, development and operation of real estate brokerage offices, and has devised proprietary policies, procedures and office management techniques designed to enable such offices to compete with larger real estate brokerage chains and developed a standard franchise agreement, sales tools and brochures, and a plan for the sublicence of franchises to licenced real estate brokers (which proprietary plan, policies, procedures, merchandising techniques, manuals, forms, advertising and marketing programmes, together with certain "CENTURY 21" marks, are hereinafter collectively referred to as the "CENTURY 21 System");
- B. The Franchisor has entered into a Subfranchise Agreement on February 26, 1999 with CENTURY 21 whereby the Franchisor has been granted the right by CENTURY 21 to sublicence certain CENTURY 21 Marks and to subfranchise the CENTURY 21 System to licenced real estate brokers whose offices are located within the Franchisor's designated territory under the Subfranchise Agreement (hereinafter called "the Territory"); and
- C. The Franchisee desires to obtain a franchise to operate a real estate brokerage office under the terms and conditions hereinafter set forth.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the delivery, receipt and sufficiency of which are hereby acknowledged; and further, in accordance with and pursuant to all terms, conditions, covenants, agreements, representations and warranties contained herein, the parties hereby mutually agree as follows:

Handwritten initials/signature

1. DEFINITIONS; INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings:

- "Administration Fee": means the fee payable by the Franchisee pursuant to Clause 4.2;
- "Affiliates of the Franchisee": means the Franchisee's sales people, agents, representatives, contractors, employees, partners, directors, officers, Significant Shareholders or corporations or other entities which control, are controlled by, or are under common control with the Franchisee or its other affiliates;
- "Annual Gross Revenue": means the combined total of gross revenue, as described in Clause 9, earned by the Franchisee for a particular calendar year;
- "Approved Location": means the location from where the Franchisee shall exclusively operate the Franchise being: ~~Le Larenty, Le Lamentin, Martinique, 97202~~
T.W.I. FORT DE FRANCE 97100 or such other location as may be prior approved in writing from time to time by the Franchisor in accordance with Clause 6;
- "business day": means a day other than a Saturday or Sunday or public holiday in the Cayman Islands;
- "calendar year": means the one year period beginning on January 1 of a given year and ending on December 31 of that same given year;
- "CENTURY 21 Code of Ethics": means the code of ethics adopted and published by CENTURY 21 from time to time;
- "CENTURY 21 Marks": means the trademarks and service marks, whether in English or otherwise, including the name "CENTURY 21" which have been registered in the Territory, or for which registration has been applied for in the Territory, together with the other slogans, logos or other indicia of the CENTURY 21 System as may be amended from time to time by CENTURY 21;

"CENTURY 21 Firm": means one or more CENTURY 21 franchisees all of which:

- (a) have a common business name; and
- (b) are located within the Territory; and
- (c) in the case of multiple franchised offices:
 - (i) all franchisees within the firm are owned by a single individual, partnership or corporation; or
 - (ii) all franchisees within the firm have a single individual partnership or corporation owning at least 51% of each and every franchised member thereof;

"CENTURY 21 System": as defined in Recital A of this Agreement;

"CENTURY 21 Trade Name": means the name "CENTURY 21" combined with the office's business name;

"Code of Ethics of the National Association of Realtors": means the code of ethics [currently] adopted [from time to time] by the National Association of Realtors in the [United States of America];

"Commencement Date": means June 1, 2008;

"CNAIF": means the Caribbean National Advertising Fund;

"Conforming CENTURY 21 Franchised Office": means an office that complies with, but is not limited to, all standards regarding office size, décor, quality and such other requirements as are specified in this Agreement and the P&P Manual;

"Dollar" or "\$": means the lawful currency of the United States of America;

"Enrollment Package": means the franchisee's costs paid by the Franchisor for attendance by the franchisee or by the franchisee's representative (as approved by the Franchisor) at the first available franchisee orientation and management training programme;

JK

sponsored by CENTURY 21, including certain meals, lodging and transportation, but excluding incidental expenses not covered or included in the Enrollment Package;

- "Expiration Date":** means May 31, 2013.
- "Franchise":** means the franchise granted by the Franchisor to the Franchisee pursuant to this Agreement.
- "Franchise Disclosure Documents":** means those documents contained in the Franchise Disclosure Statement and delivered by the Franchisor to the Franchisee prior to the date hereof.
- "Minimum Net Worth":** tangible assets in excess of US\$75,000, not including the value of the Franchisee's interest in this Agreement or the Franchisee's principal residence;
- "P&P Manual":** means the CENTURY 21 Policy and Procedure Manual (as revised and/or supplemented from time to time by CENTURY 21) for the operation of a licenced real estate brokerage office.
- "Proprietary Marks":** means all trade names, service marks, trademarks, copyrights or trade secrets of CENTURY 21 or the Franchisor;
- "Renewal Fee":** as defined in Clause 11 hereof;
- "Responsible Broker":** means the individual holding a real estate broker's licence whose licence has to be used for the Franchise and who is named as the Franchisee's responsible broker as set out in Clause 35 of this Agreement;
- "Royalty Fee":** as defined in Clause 9.1(G) hereof; and
- "Significant Shareholders":** as defined in Clause 9.4 hereof.

2. GRANT OF FRANCHISE

The Franchisor hereby grants to the Franchisee, and the Franchisee hereby accepts, the non-exclusive right to use the CENTURY 21 System and certain CENTURY 21 Marks, as they are set forth in the P&P Manual, as it may be revised and/or supplemented from time to time by CENTURY 21 for the operation of a licenced real estate brokerage office upon the terms and conditions set forth in this Agreement (hereinafter called the "Franchise"). The grant of this Franchise shall not be construed as granting the

JK VR

Franchisee any right to purchase any additional franchises from the Franchisor, or any right or priority as to the location of any additional franchise which may be granted by the Franchisor. If the Franchisor subsequently grants the Franchisee any franchise (including any renewal franchise to be operated at the Franchisee's Approved Location as hereinafter set forth) the grant shall be on such terms as the Franchisor shall establish.

3. TERM OF FRANCHISE

The term of this Franchise shall be for a period of 5 years (unless this Agreement is executed pursuant to an assignment or other transfer arrangement, in which case the term shall, unless otherwise agreed to by the Franchisor, be the remaining portion of the term specified in the respective assignor's or transferor's franchise agreement). The Commencement Date of this Franchise is June 1, 2008¹ and the Expiration Date of this Franchise shall be May 31, 2013² unless this Agreement is terminated at an earlier date as otherwise provided herein. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE FRANCHISOR.

4. RENEWAL OF FRANCHISE

- 4.1 Upon the expiration of the initial term hereof, the Franchisee shall have the option to renew the Franchise for an additional term, subject to all of the following:

The Franchisee shall deliver to the Franchisor written notice of the Franchisee's intent to renew not more than one hundred and eighty (180) days and not less than ninety (90) days prior to the Expiration Date of the term under which the Franchisee is then operating; if no such notice has been received by the Franchisor at least ninety (90) days but not more than one hundred and eighty (180) days prior to the Expiration Date, then the Franchisee's option to renew and any rights to assign this Agreement shall be deemed forfeited and the Franchisor shall have the right, during the ninety (90) day period prior to the Expiration Date, and notwithstanding any other provision of this Agreement (including, without limitation, the one-quarter mile provision of Clause 6.4), to market, grant, place and/or operate franchises in the general vicinity of the Franchisee's Approved Location (including locations within a one-quarter (0.25) mile radius of the Franchisee's Approved Location). As used in this Agreement, the term "renewal" shall mean: the Franchisor's written acceptance of a new franchise agreement which has been executed by the Franchisee for the Franchisee's present Approved Location;

Upon renewal of this Franchise, the Franchisee shall execute a new franchise agreement, which shall be in the form of the franchise agreement which the Franchisor is offering to new franchisees at the time of renewal, and the new franchise agreement may contain terms materially different from those contained in this Agreement, except that in lieu of an initial franchise fee, the Franchisee

¹ Insert terms of the Franchise in years and have both parties initial insertion.

² Insert appropriate dates and have both parties initial insertion

Dr. R.

shall pay a Renewal Fee, or such other amount as may be indicated in the franchise agreement under which the Franchisee is then operating at the time of any subsequent renewal. The Franchisee shall execute the then current form of franchise agreement and shall pay the Renewal Fee not less than ninety (90) days prior to the Expiration Date of this Agreement;

(iii) At the time of execution of the new Franchise Agreement, the Franchisee shall not be in default under the Franchisee's existing Franchise Agreement or any other agreement or obligation the Franchisee may have with CENTURY 21 or the Franchisor (such as other CENTURY 21 franchise agreements), including, but not limited to, all obligations to pay Royalty Fees, CNAP contributions, interest and late charges, audit fees and other properly chargeable amounts; responsibilities to comply with the P&P Manual, including trade name and logo guidelines, and obligations to comply with minimum performance standards as set forth in Clauses 12.3 (xii) and 20.6 hereof, and

(iv) The Franchisee, as a condition for renewal, shall make such reasonable expenditures as the Franchisor may require, pursuant to Clause 12.3, as are necessary to conform with the Franchisor's then current standards for interior and exterior office size, decor, overall attractiveness and cleanliness in existence as at the time of renewal.

4.2 If the Franchisee continues to operate after the end of any term hereof without exercising an option to renew, the Franchisee shall be deemed to be operating on a month-to-month basis under the terms and conditions of the franchise agreement then being offered by the Franchisor to new franchisees, however, in the event of this the Franchisee's month-to-month Franchise may be terminated at the sole and absolute discretion of the Franchisor at any time upon ten (10) days written notice from the Franchisor. If local law requires that the Franchisor give to the Franchisee more than ten (10) days notice of such termination, then the month-to-month agreement shall remain in effect until the Franchisor has given the Franchisee such notice as required by law. For so long as the Franchisee operates on a month-to-month basis, the Franchisee shall pay to the Franchisor a monthly administration fee (the "Administration Fee") in the amount of \$1,000 in addition to the Royalty Fee payable pursuant to the provisions of Clause 9 of this Agreement. The Administration Fee shall be payable on the first day of each month in which the Franchisee operates on a month-to-month basis.

4.3 Notwithstanding anything to the contrary contained herein, the Franchisor reserves the right in its absolute discretion not to renew this Franchise Agreement.

4.4 In the event the Franchisee is, on the Expiration Date of this Franchise Agreement on probation for failing to have met the minimum operating standards set forth in Clause 20.6 hereof, or failing to have met the quality standards set forth in Clause 12.3 hereof, then and in either event, and notwithstanding any other provisions herein, any new franchise agreement then executed by the Franchisee shall be subject to the Franchisee's successful completion of its probation. Accordingly, such new franchise agreement shall be subject to the condition that the Franchisee's failure to successfully complete the probation in a timely manner will, at the option of the Franchisor, render the new

franchise agreement null and void, upon written notice by the Franchisor, causing all the Franchisee's rights thereunder to terminate without further notice.

5. NAME OF FRANCHISE

The Franchisees shall operate under the CENTURY 21 Trade Name and shall use no other name in connection with any operations conducted at or from the location specified in Clause 6 hereof without the prior written approval of the Franchisor. In every visual display in which the CENTURY 21 modern building logo is used the portion of the CENTURY 21 Trade Name immediately following the words "CENTURY 21", or other approved words, shall be in a five-to-one size relationship with the CENTURY 21 name and logo, as required in the P&P Manual, and the total appearance of the CENTURY 21 Trade Name and other identifying words must be approved in advance in writing by the Franchisor. The Franchisor reserves the right to review and require corrections and modifications to any display by the Franchisee of the CENTURY 21 name or marks. The Franchisor's failure to promptly require corrections of or modifications to the Franchisee's improper use of the name or marks shall not be deemed a waiver of the Franchisor's right to do so.

The Franchisee shall display the CENTURY 21 Trade Name for all purposes, including but not limited to, office signs, yard signs, stationery, business cards and advertising materials, in strict compliance with the requirements set forth in the P&P Manual.

The Franchisee shall file and keep current, in the area in which the Approved Location is situated and at such other places as may be required by law, proof of registration, or comparable instrument, with respect to the CENTURY 21 Trade Name under which the Franchisee has been approved to operate by the Franchisor. If the Franchisee is a corporation, the Franchisee shall not, without the prior written consent of the Franchisor, include the words "CENTURY 21" as part of the Franchisee's corporate name. Prior to opening an office under the CENTURY 21 Trade Name, the Franchisee shall supply evidence satisfactory to the Franchisor that the Franchisee has complied with all relevant laws regarding the use of fictitious or assumed names.

The Franchisee shall use the CENTURY 21 Trade Name and such other CENTURY 21 Marks as the Franchisee may be authorized to use from time to time, exclusively for the purpose of promoting and operating a licensed real estate brokerage office, and for such other lawful business activities as may have been authorized previously in writing by the Franchisor, provided, however, that the Franchisor has no obligation to authorize any such additional business activities.

The Franchisee shall comply, at all times throughout the term of this Agreement, with all guidelines instituted by the Franchisor concerning authorized use and/or presentation by the Franchisee of the CENTURY 21 Marks (including derivative marks such as "CENTURY", "C21", "C21") and the CENTURY 21 System on the Internet or other communications systems.

The Franchisee agrees to notify the Franchisor promptly if it learns of any person, firm or organization using the name "CENTURY 21" or a substantially similar name, or using trademarks, service marks, methods or procedures which may constitute an infringement upon the trade names, service marks, trademarks, copyrights or trade secrets of CENTURY 21 in the Territory. This includes, but is not limited to, use of the CENTURY 21 System or Marks by former franchisees whose franchises have been terminated.

6. LOCATION OF FRANCHISE

- 6.1 The Franchisee shall operate the Franchise exclusively from the Approved Location. The Franchisee may not operate the Franchise from any other location or any additional locations without the prior written approval of the Franchisor. In the event that the Franchisee seeks to change its Approved Location, it shall submit, no later than thirty (30) days before the date upon which it desires to change location, a written request to the Franchisor specifying:
- (i) the requested new location;
 - (ii) the reason(s) the Franchisee seeks a new location; and
 - (iii) any other factors which it believes are relevant to the Franchisor's decision to approve or disapprove the new location. The Franchisor shall not unreasonably withhold its approval of an application by the Franchisee to relocate the office to another location within the Territory which is in the general vicinity of the Approved Location. The Approved Location is subject to the terms and conditions, if any, set forth in Clause 12.3 of this Agreement.
- 6.2 The Franchisee shall operate a real estate brokerage business and the Franchisee shall not operate any other business and shall not engage in any other activity at or from the Approved Location, either under the Franchisee's CENTURY 21 trade name or under any other name, without the prior written consent of the Franchisor, which consent if granted may be subject to various conditions for each respective approval, including, but not limited to, requirements designed to apprise the public that the products or services offered are not associated with or endorsed by CENTURY 21, the Franchisor, or any of their affiliates or other CENTURY 21 franchisees.
- 6.3 With the prior written consent of the Franchisor, the Franchisee may open a temporary sales office within or immediately adjacent to a new subdivision or development for the sole purpose of selling property in the subdivision or development for a one-time fee of \$1,000. The Franchisor may impose such conditions as it deems necessary to assure that such temporary sales offices are, in fact, temporary and are used only in conjunction with the initial sales programme for a particular subdivision or development.

6.4 During the term of this Agreement the Franchisor shall not grant another franchised CENTURY 21 office at a location which is within one quarter (0.25) mile (measured in a straight line, between exterior office walls) of the Franchisee's Approved Location. The provisions of this Clause 6.4 shall not apply in the event the Franchisee is executing this Agreement pursuant to a renewal (or extension) of an existing franchise agreement and an existing CENTURY 21 franchisee is located within one quarter (0.25) mile of the Franchisee's Approved Location. The provisions of this Clause 6.4 shall not apply to the Franchisor's right to remarket, pursuant to Clause 4.1, in the event the Franchisee fails to give the required notice of intent to renew this Agreement. The Franchisee acknowledges that the Franchise granted by this Agreement covers only the Approved Location described in this Clause 6 and does not in any way convey or imply any area, market, territorial rights or protected area proprietary to the Franchisee.

7. SERVICES AND OBLIGATIONS TO THE FRANCHISEE

The Franchisor will impart to the Franchisee its real estate brokerage, selling, promotional and merchandising methods and techniques associated with the CENTURY 21 System, and shall maintain a staff to give assistance and service to the Franchisee.

The Franchisor will publish from time to time supply manuals suggesting sources of supply for forms, signs, cards, stationery and other items necessary to operate a modern real estate brokerage business and this obligation may be fulfilled by distribution of a supply manual produced by CENTURY 21. The suggested source of supply for items may be CENTURY 21, the Franchisor, an affiliate of either, or an independent supplier. The Franchisee may purchase supplies either from a source of supply suggested by the Franchisor, CENTURY 21 or from any other supplier which can first demonstrate to the satisfaction of the Franchisor that its products or services meet the specifications established from time to time by CENTURY 21.

The Franchisor will make available sample referral forms for use in referring business between CENTURY 21 franchisees. The Franchisor will also establish procedures for referrals between the Franchisee and other CENTURY 21 franchisees, provided, that all referral commissions shall be subject to negotiation directly between the franchisees participating in the referral transaction.

The Franchisor will operate a sales training programme on a periodic basis for CENTURY 21 franchisees and their sales personnel at a location or locations selected by the Franchisor. This programme will include seminars and conferences of special interest to be held as the Franchisor deems necessary or advisable, as well as educational and informational bulletins relating to such topics as market conditions, sales motivation, sales aids, advertising and financing. The Franchisor may charge a registration fee or other fee for such programmes, seminars and conferences.

The Franchisor shall pay for the Enrollment Package for attendance by the Franchisee or by the Franchisee's designee (as approved by the Franchisor) at the first available franchisee orientation and management training program sponsored by the Franchisor unless this Agreement is executed pursuant to an assignment or renewal of an existing CENTURY 21 franchise. It is understood that the Franchisor's obligation shall be to pay for only one (1) Enrollment Package, notwithstanding the fact that the Franchise may be owned by more than one individual or that a franchisee may control more than one franchise.

The Franchisor agrees to contribute promptly to the CNAF, as further described in Clause 10 hereof, an amount equal to nine percent (9%) of the Royalty Fees it receives from the Franchisee.

The Franchisor reserves the right to introduce and make available to the Franchisee and others real estate related services and products, including but not limited to those related to mortgage origination, insurance, home warranties and communications systems. The Franchisor will give the Franchisee written notice that such product or service is available. The written notice will also provide that said service or product may be utilized by the Franchisee in the operation of its CENTURY 21 franchised real estate brokerage business. If the Franchisor advises the Franchisee that such product or service is an essential element of the Franchise, as determined by the Franchisor, and accordingly must be utilized, the Franchisee will, at its sole expense: (i) obtain all necessary equipment, products or services which the Franchisor advises the Franchisee is necessary for the utilization of such product or service, including, but not limited to, computer hardware and software; and (ii) begin using such product or service within ninety (90) days after the Franchisee's receipt of said written notice. In the event the Franchisor advises the Franchisee that such product or service may be utilized, and the Franchisee elects to so utilize said product or service, the Franchisee will, at its sole expense, obtain all necessary equipment, products or services which the Franchisor advises the Franchisee is necessary for the utilization of such product or service, including, but not limited to, computer hardware and software. Nothing in this paragraph shall create any obligation on the part of the Franchisor to introduce or make any such services or products available to the Franchisee.

8. INITIAL FRANCHISE FEE

Concurrently with the execution of this Agreement, the Franchisee shall pay the Franchisor at its principal offices, or at such other place as the Franchisor may designate, in cash, unless otherwise permitted in writing by the Franchisor, a franchise fee in the amount of US Thirty Thousand Dollars (\$30,000.00) (the "Initial Franchise Fee"). The Initial Franchise Fee is fully earned by the Franchisor upon execution of this Agreement and is non-refundable, provided, however, if the Franchisee is not accepted by the Franchisor within thirty (30) days of the Franchisee's deposit of the Initial Franchise Fee with the Franchisor, the Franchisee shall be entitled to a full refund of amounts so deposited and this Agreement shall be deemed rejected by the Franchisor and of no continuing force or effect.

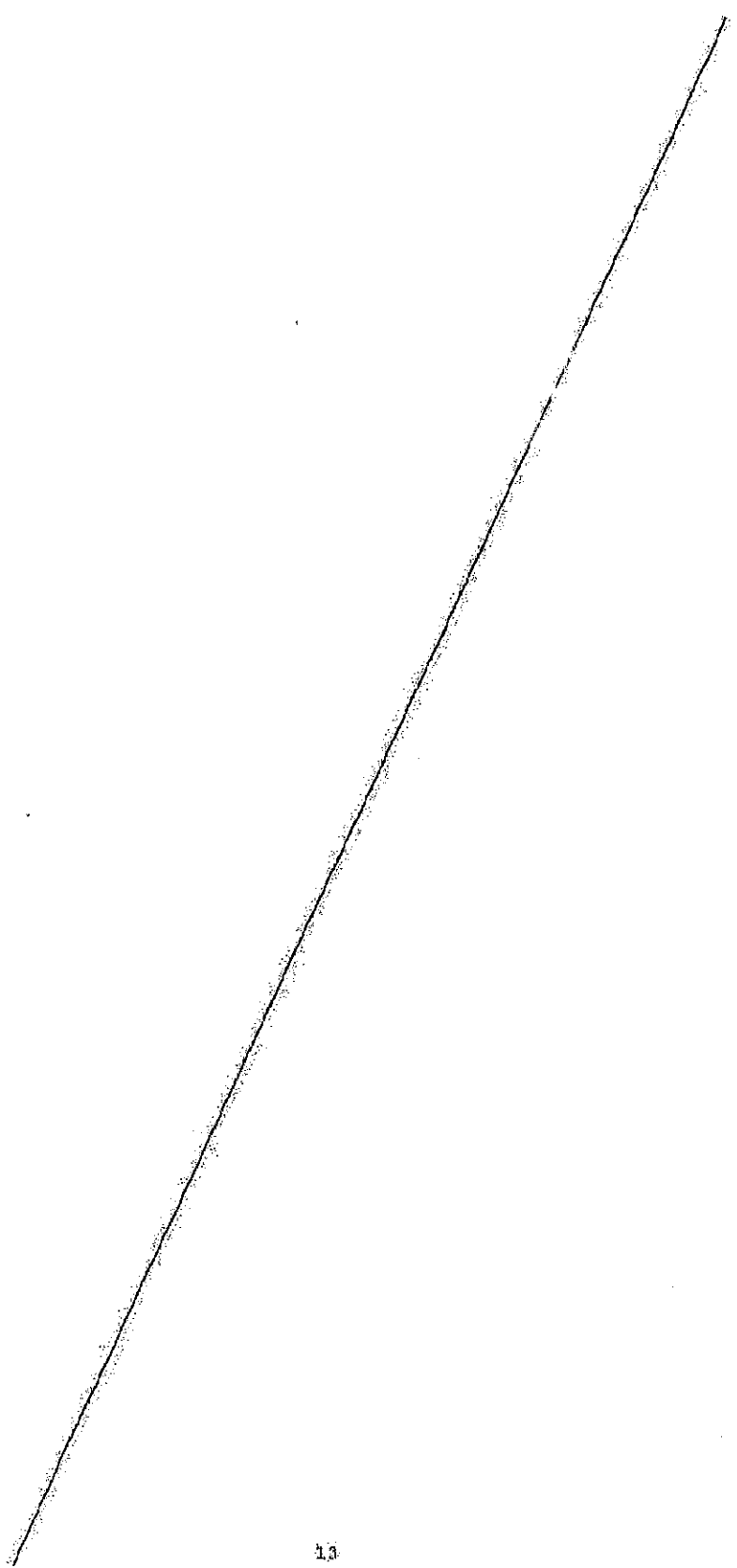
9. FRANCHISE ROYALTY FEES

- (i) The Franchisee agrees to pay in cash to the Franchisor at its principal offices, or at such other place as the Franchisor may designate, in addition to the Initial Franchise Fee, a Royalty Fee equal to Six percent (6%) of the gross revenue earned, derived and/or received by the Franchisee during the term of this Agreement from:
- (1) all transactions involving the purchase, sale, lease, rental, hypothecation, licence, exchange or other transfer or disposition of any interest in real estate, commercial real estate, condominiums, mobile homes, panelized housing, time share units or manufactured homes and including for the avoidance of doubt the sale and purchase of any type of business or other commercial enterprise;
 - (2) all other transactions for which a real estate licence or auctioneer's licence is required (which, for the purposes of this Agreement, is deemed to include all fees and remuneration collected or earned by the Franchisee in performing title or escrow services, or organizing, promoting, selling, managing or otherwise servicing any kind of real estate syndicate, partnership (whether general or limited) or corporation, real estate investment trust or other real estate investment organization, or finding any investors for any of the above, with Royalty Fees being payable with respect not only to any cash payments, but also to all other forms of compensation and remuneration received, including, but not limited to, promissory notes, securities, partnership interests, interests in real estate and other forms of property);
 - (3) all transactions in which CENTURY 21 Marks or the CENTURY 21 System are used, including that portion of a transaction in which personal property is bought or sold; and
 - (4) the sale of any products or services developed or made available by the Franchisor, CENTURY 21 or any of their affiliates.
- (ii) In connection with all of the transactions described above, unless otherwise waived in writing by the Franchisor, all gross revenue received in the operation of the Franchisee's business by Affiliate(s) of the Franchisee, shall, to the extent not otherwise included in the Franchisee's gross revenue, be included as part of the Franchisee's gross revenue for the purpose of calculating Royalty Fees payable under this Agreement. Unless waived in writing by the Franchisor as to any specific transaction, the Royalty Fee shall be paid on all transactions in which the Franchisee or any Affiliate of the Franchisee is involved as a principal, or in which the CENTURY 21 name is used in any manner. The Franchisee's regularly charged brokerage commission or fee shall be imputed with respect to transactions involving any Affiliate of the Franchisee acting as a principal for purposes of

computing the service fee payable to the Franchisor in connection with such transactions.

The Royalty Fee is fully earned by and payable to the Franchisor immediately upon the Franchisee's receipt of revenue, whether in cash or other property. The Franchisee agrees to direct the escrow company, title company, attorney or other party handling the closing or settlement of any transaction in which a commission or any other fee is to be paid, to pay the Royalty Fee directly to the Franchisor, in all other transactions, the Royalty Fee shall be paid promptly on receipt of commission fees and/or other payments (notwithstanding the source or nature of payment) by the Franchisee or, if no such amount is received from any such transaction, on the closing of the transaction for which services are rendered by the Franchisee or any Affiliate of the Franchisee. Royalty Fees more than ten (10) days late shall bear interest from the due date until paid at the lower rate of either the highest rate allowed by law or a rate that is five (5) percentage points per annum higher than the prime rate then currently established by the Bank of New York.

Commencing with the first full calendar month beginning sixty (60) days after the Commencement Date of this Agreement or at the end of the first calendar month after the Commencement Date of this Agreement if the Franchisee executes this Agreement in connection with a renewal or an assignment of the franchise (which shall be referred to herein as the "Base Month"), there shall be a minimum Royalty Fee of One Thousand Dollars (\$1,000.00) per month. The minimum Royalty Fee for twelve months shall be prepaid to the Franchisor by no later than November 10 of the preceding year. (This amount will be prorated if necessary for a new franchise). Following said payment, Franchisee shall be entitled to a credit on a monthly basis of an amount equal to the minimum monthly Royalty Fee if the Royalty due under paragraph 9(i) in any month exceeds the minimum Royalty Fee. The minimum Royalty Fee will be adjusted annually, on May 1 of each year, based upon the greater of: (i) the increase in the Consumer Price Index: All Items/ U.S. City Average All Urban Consumers ("Index" 1967 Base Year - 100) as published by the U.S. Department of Labor's Bureau of Labor Statistics, from the reported Index level as of January 1999 to the reported Index level as of January of each year thereafter (accordingly, this annual adjustment will reflect the increase in the Index as of the January 1 prior to May 1) and (ii) the yield to maturity on United States Treasury Bonds with maturity of 30 years as listed in The Wall Street Journal as of the last business day of October in the year preceding. In the case of an assignment or renewal of this Agreement, the obligation to pay Royalty Fees, including the monthly minimum Royalty Fees (prorated as of the date of the assignment or renewal), shall commence on the effective date of such assignment or renewal. The Franchisor will publish to all franchisees these annual adjustments, if any. Should the Index referred to in (i) above cease to be published or be published less frequently or in a different manner, the Franchisor reserves the right to adopt a substitute index or procedure that reasonably reflects and monitors changes in consumer price levels; provided, however, that in no event shall the minimum Royalty Fee be adjusted downward, notwithstanding any decrease in the Index. Notwithstanding the foregoing, the Franchisor reserves the right, in its sole discretion, in any year, to waive any scheduled increase in the Franchisee's minimum Royalty Fee. In case of a transfer or assignment of this Agreement, the obligation to pay Royalty Fees, including monthly minimum Royalty Fees, shall commence on the effective date of such transfer or assignment with the transferee or assignee's minimum royalty fee being the minimum Royalty Fee for which the Franchisee was responsible at the date of the transfer or assignment. For purposes of annual adjustments, the Franchisee's Base Month shall be the month in which the transfer or assignment was approved by the Franchisor.



Mc VA

For purposes of this Agreement, a Significant Shareholder of the Franchisee shall mean any party who owns twenty five percent (25%) or more of any class of stock of the Franchisee or who in fact controls the management of the Franchisee. For the purposes of this Clause the ownership of stock shall mean direct or beneficial ownership, including, without limitation, ownership by the spouse of a party or by any dependent of a party who resides in the same household as that party.

10. CARIBBEAN NATIONAL ADVERTISING FUND

Beginning on the Commencement Date of this Agreement or on the effective date of any assignment, as the case may be, the Franchisee agrees to pay in cash to the Franchisor at its principal offices, or at such other place as the Franchisor may designate, in addition to the Royalty Fees a CNAF contribution equal to two percent (2%) of the Franchisee's gross revenue, as described in Clause 9 hereof, provided, however, that the Franchisee's CNAF contribution shall be subject to the following payment formula:

The Franchisee shall pay in cash to the CNAF a monthly contribution which shall be no less than US Three Hundred Dollars (\$300.00) per month and no more than US Two Thousand Five Hundred Dollars (\$2,500.00) per month. These amounts shall be adjusted according to increases or decreases in the Consumer Price Index of the United States of America. The minimum and maximum CNAF contribution will be adjusted annually, on May 1 of each year, based upon the increase in the Consumer Price Index: All Items/US City Average All Urban Consumers ("Index" 1967 Base Year - 100) as published by the U.S. Department of Labor's Bureau of Labor Statistics, from the reported Index level as of January 1999 to the reported Index level as of January of each year thereafter (accordingly, this annual adjustment will reflect the increase in the Index as of the January 1 prior to May 1). Should the Consumer Price Index cease to be published or be published less frequently or in a different manner, then the Franchisor reserves the right to adopt a substitute index or procedure that reasonably reflects and monitors changes in consumer price levels, provided, however, that in no case shall the CNAF contribution requirements fall below a monthly minimum of Four Hundred Dollars (\$400). Notwithstanding this, the Franchisor reserves the right in its sole discretion in any year to waive in whole or in part or postpone temporarily or indefinitely, or any combination of a waiver or postponement, any scheduled increase or decrease in the Franchisee's monthly contribution to the CNAF because of changes in the Consumer Price Index level from year to year.

The Franchisee shall send a statement on or about the tenth (10th) day of every month to the Franchisor that shows the amount of income collected by the Franchisee for each transaction for the previous month and the Franchisee shall include with the statement full payment for the CNAF contributions for such previous month so that they are received by the Franchisor at its principal offices, or at such other location designated by the Franchisor, not later than the last day of the month in which the billing for CNAF contributions is sent. If the CNAF contributions are not received by the last day of the appropriate month, the Franchisor may assess a late fee equal to ten percent (10%) of the outstanding amount payable to the Franchisor and/or accrue interest in favour of the CNAF on the amount due from the due date to the date it is paid at the lower rate of either

¹ Approp. late percentage figures to be inserted and initialed by both parties

the highest rate allowed by law or a rate that is five (5) percent or points per annum higher than the prime rate then currently established by the Bank of New York.

In addition to the Franchisor contributions required by Clause 7.6, the Franchisee's CNAF contributions shall be placed in a CNAF managed by the Franchisor. The Franchisor has agreed that contributions to the CNAF shall be used exclusively for advertising and public relations purposes for the exclusive benefit of members of the CENTURY 21 organization, including all CENTURY 21 Caribbean franchisees, the Franchisor and other Franchisor subfranchisors. The Franchisor is obliged to spend at least eighty-five percent (85%) of contributions to the CNAF on either: (1) recognized national advertising media or national public relations programmes or (2) local or regional advertising media or local or regional public relations programmes that cover the area served by the Franchisee's office. The 85% may be spent on a disproportionate basis at the discretion of the Franchisor. The Franchisor is also obliged to spend not more than fifteen percent (15%) of contributions to the CNAF, to engage in test marketing, to conduct surveys of advertising effectiveness, produce new commercials and other promotional and advertising materials and programmes, or other purposes deemed beneficial by the Franchisor for the general recognition of the CENTURY 21 name in the Caribbean, other CENTURY 21 Marks and for the overall success of the various members of the CENTURY 21 organization in the United States and other countries. The fifteen percent (15%) portion may be spent on a disproportionate basis at the discretion of the Franchisor. The Franchisee shall receive from the Franchisor on at least an annual basis a report describing the activity of the CNAF. The Franchisor shall be entitled to reimburse itself for reasonable accounting, collection, bookkeeping, reporting and legal expenses incurred with respect to the CNAF and the Franchisor shall not be liable for any act or omission with respect to the CNAF which is inconsistent with this Agreement or done in good faith.

Option to Require Flat Fee Monthly Advertising Contributions: The Franchisor shall have the right to modify from time to time the method by which the required CNAF contribution shall be computed and to require the payment of either a fixed monthly contribution amount flat fee or a monthly contribution amount equal to two percent (2%) of the Franchisee's Annual Gross Revenue, pursuant to the above Clauses 10.1, 10.2 and 10.3. In the event that the Franchisor shall require a fixed monthly contribution amount, the fixed monthly contribution shall first be established as that amount which is equal to the average monthly CNAF contribution billed to all franchisees in the calendar year immediately preceding the year in which the right to invoke the CNAF contribution modification is exercised, plus the permissible annual adjustment in the CNAF monthly contribution amount described in Clause 10.1. The Franchisee shall pay promptly such fixed monthly contribution amounts, such that a contribution for a particular month is received by the Franchisor at its principal offices, or at such other location designated by the Franchisor, not later than the last day of the following month, whether or not the Franchisee actually receives a billing for such fixed contribution amount. The Franchisee acknowledges that those provisions governing outstanding contributions and CNAF contributions and expenditure guidelines, as currently are contained in Clauses 10.2 and 10.3, shall remain in effect in the event the Franchisor elects to require a fixed monthly contribution amount pursuant to this Clause 10.4. In the event the Franchisor shall exercise the right granted to it under this Clause 10.4, it continues to retain those rights.

specifically reserved and described in the payment formula contained in Clause 10.1. The Franchisee acknowledges the right of the Franchisor to modify the method of contribution pursuant to this Clause 10.4 and recognizes the Franchisee's continuing duty to fulfill all CNAF obligations if and when such right is exercised.

11. FRANCHISE RENEWAL FEE

If the Franchisee elects to renew the Franchise as provided in Clause 4, the Franchisee shall pay to the Franchisor in cash a Renewal Fee in the amount equivalent to fifty percent (50%) of the Franchise fee that is charged at such time the Franchise is renewed. The Franchise Renewal Fee for any subsequent renewal of this Agreement, if renewal is permitted, shall be determined by the terms of the franchise agreement under which the Franchisee is operating at the time of the subsequent renewal.

12. ADDITIONAL OBLIGATIONS OF THE FRANCHISEE

12.1 **Start-Up Obligations:** Prior to opening an office under the Franchisee's CENTURY 21 Trade Name the Franchisee shall complete all of the following at the Franchisee's expense, and these obligations shall be continuing obligations throughout the term of this Agreement:

- (i) **Office Appearance** - The Franchisee may be required pursuant to Clause 12.3(x) to make reasonable alterations, modifications or upgrades to the office space in which the Franchise is to be operated;
- (ii) **Office Sign** - The Franchisee shall install one or more internally lighted exterior signs displaying the Franchisee's CENTURY 21 Trade Name at the Approved Location, and the sign(s) must conform to the standards and specifications set forth in the P&P Manual, and **MUST BE APPROVED IN WRITING IN ADVANCE AS TO ARTWORK, LETTERING, COLOUR SCHEME, SIZE, CONSTRUCTION AND OVERALL APPEARANCE BY THE FRANCHISOR.** Any exception to office sign requirements because of local sign ordinances or other reasons must first be approved in writing by the Franchisor;
- (iii) **Disclaimer** - The Franchisee shall place a conspicuous placard or decal on or near the door to the front entrance of the Franchisee's office, which complies with the standards and specifications set forth in the P&P Manual, has first been approved in writing by the Franchisor and which clearly states the following: **"EACH CENTURY 21 OFFICE IS INDEPENDENTLY OWNED AND OPERATED";**
- (iv) **Yard Signs** - The Franchisee shall purchase or lease an adequate quantity of colonial yard signs displaying the Franchisee's CENTURY 21 Trade Name and such other information as may be required by law and is in compliance with the standards and specifications as set out in the P&P Manual;

- (v) **Stationery Goods** - The Franchisee shall purchase adequate supplies of business cards, stationery, promotional materials and related items, which display the Franchisee's CENTURY 21 Trade Name and other information and all of which comply with the standards and specifications of the P&P Manual;

International Management Academy - The Franchisee, or a representative of the Franchisee who shall have first been approved in writing by the Franchisor, shall attend the first available new franchisee orientation and management training programme offered by CENTURY 21, at the location and time designated by CENTURY 21 (which programme may occur subsequent to the Franchisee's opening of the franchised office). The Franchisee acknowledges that, except in the case of an assignment or a renewal, the Franchisor shall pay for the Enrollment Package which includes tuition and hotel accommodation, but excludes meals, transportation and other incidental expenses not covered or included in the Enrollment Package. Attendance at this programme is voluntary upon a renewal of the Franchise, or purchase by the Franchisee of a franchise other than the Franchisee's initial franchise, but is mandatory for the assignee in any assignment of the Franchise. In the case of renewal, assignment, or purchase of a franchise other than the initial franchise, the franchisee participant is responsible for all costs incurred in connection with attendance at the programme, including transportation, lodging, programme costs and incidental expenses; and

Insurance - The Franchisee shall, for the entire term of this Agreement, maintain at the Franchisee's expense general liability insurance in the following amounts:

- (a) in an amount not less than One Million Dollars (\$1,000,000) combined single limit coverage; or
- (b) with primary limits plus umbrella excess liability coverage equivalent to One Million Dollars (\$1,000,000) combined single limit coverage; or
- (c) at such higher limits or broader coverage as the Franchisor may require from time to time; and
- (d) professional liability (real estate errors and omissions) insurance: i) in the amount of at least One Million Dollars (\$1,000,000) per occurrence; or ii) at such higher limits or broader coverages as the Franchisor may require from time to time.

The Franchisor Regional reserves the right to establish minimum standards with which underwriters providing the aforementioned insurance coverage must comply. These policies of insurance shall insure the Franchisee against any liability which may arise in connection with the operation of the Franchisee's real estate brokerage business and any collateral businesses that may be approved in writing by the Franchisor and shall be in such form as the Franchisor approves. If required by law, workers' compensation insurance shall be obtained in respect of all employees and sales associates. All insurance policies maintained by the

Franchisees, other than worker's compensation insurance, shall contain a separate endorsement naming the Franchisor and CENTURY 21 as additional insureds, shall not be subject to cancellation, except on ten (10) days written notice to the Franchisor and CENTURY 21 and shall contain an express waiver of any and all rights of subrogation whatsoever against the Franchisor and CENTURY 21. The Franchisee shall cause certificates of insurance of all such policies and endorsements, showing compliance with the above requirements, to be deposited with the Franchisor within thirty (30) days of the execution of this Agreement and annually thereafter.

12.2 **Ongoing Obligations:** In addition to the above-referenced obligations referred to in Clause 12.1 (Start-Up Obligations) and concurrent with the opening of the Franchised Office and continuing throughout the term of this Agreement, the Franchisee agrees to undertake and carry out diligently all of the following obligations:

- (i) **Full Time Management** - The Franchisee acknowledges that it is a material consideration to the Franchisor in granting this Franchise, and it is the stated intent of the Franchisee, that this Franchise is granted to a sole proprietor, a partnership or a corporation, as the case may be, on the basis that the Franchisee and Affiliates of the Franchisee (whose names are designated at Clause 33 of this Agreement) shall actively and on a full-time basis, participate in the management of the Franchise as follows:
 - (a) If the Franchise is operated as a sole proprietorship, the proprietor agrees to engage on a full-time basis, actively and personally, in the management of the Franchise; or
 - (b) If the Franchise is operated as a partnership (general or limited), the Franchisee agrees that at all times during the term of this Agreement the partners owning at least a majority interest in the capital and/or profits of the partnership shall engage on a full-time basis, actively and personally, in the management of the Franchise operations. Additionally, the Franchisee shall designate one of the partners as the responsible broker who shall first be approved in writing by the Franchisor and who shall be responsible for supervising the affairs of the Franchise and for assuring compliance by the Franchisee and all the Affiliates of the Franchisee with all the terms of this Agreement; or
 - (c) If the Franchise is operated as a corporation, the Franchisee agrees that at all times during the term of this Agreement each officer and director of the corporation and one or more shareholders who own in the aggregate at least a majority of the outstanding stock in the corporation shall engage actively and personally in the management of the Franchise. Additionally, the Franchisee shall designate a senior officer of the corporation as the responsible broker, who shall first be approved in writing by the Franchisor and who shall be responsible for supervising the affairs of the Franchise and for assuring compliance by the Franchisee and all Affiliates of the Franchisee with all the terms of this Agreement; and

- (d) The Franchisee shall obtain prior written approval by the Franchisor of any proposed changes in the Responsible Broker; and the Franchisor shall not unreasonably withhold its approval of a change in the Responsible Broker; and:
- (e) At Clause 35 of this Agreement, the Franchisee designates the names and positions with respect to the Franchisee and the percentage of ownership in the Franchise of the partners of the Franchisee or of the officers, directors and shareholders of the Franchisee, as the case may be. Any change in the relationship of such designated persons as to the management of the Franchisee or any change in the ownership of the Franchisee resulting directly or indirectly in the transfer of twenty-five percent (25%) or more of the ownership rights in capital and/or profits of a partnership franchise or in any class of stock of a corporate franchise shall be first approved in writing by the Franchisor, which shall not unreasonably be withheld. Furthermore, the Franchisee agrees that it will incorporate in its organizational documents (partnership agreement or articles of incorporation, as the case may be) provisions that are expressly designed to carry out the provisions of this Clause, and upon request, shall provide the Franchisor with evidence of compliance with this provision.
- (ii) **Payment For Goods Or Services** - The Franchisee shall pay promptly to the Franchisor all fees and contributions due hereunder, as well as any additional fees or charges incurred for any products, supplies, or services furnished or to be furnished by the Franchisor or CENTURY 21 at the Franchisee's request, and these fees or charges shall be payable immediately by the Franchisee. Any late payments shall bear interest at the lower rate of either the highest rate allowed by law or a rate that is five (5) percentage points per annum higher than the prime rate then currently established by the largest bank (determined by total bank assets) headquartered in the country in which the Approved Location is situated;
- (iii) **Records** - The Franchisee agrees to maintain and keep those records and reports that are prescribed by the Franchisor and shall send by airmail copies of these reports and records to the address designated by the Franchisor in accordance with schedules required by the Franchisor. A report of each brokerage transaction in which a Royalty Fee will be payable shall be filed with the Franchisor office within seven (7) days of the execution of the initial documents by the parties thereto;
- (iv) **Financial Statements** - The Franchisee shall supply to the Franchisor, at its request, for review, all its financial statements within thirty days of such a request being received and notwithstanding this, the Franchisee will supply to the Franchisor, in any event, a complete financial statement prepared in accordance with generally accepted accounting principles and reviewed, or at the Franchisor's option, audited at the Franchisee's cost, by a recognized international firm of accountants, on an annual basis within ninety (90) days of the Franchisee's

financial year end. The Franchisee, the Franchisor's principal shareholder (if the Franchisee is a corporation) or a general partner (if the Franchisee is a partnership) or the Franchisee's independent accountant shall sign the financial statement certifying the truth and accuracy of the matters contained therein;

(v) **Taxes.** - The Franchisee shall pay promptly when due all taxes, accounts, liabilities and indebtedness of any kind incurred by the Franchisee in the conduct of its business. In the event any fees (including, without limitation, Royalty Fees and the Initial Franchise Fee) payable by the Franchisee to the Franchisor are subject to Value Added Taxes, Gross Receipts Taxes, or similar taxes imposed by taxing authorities within the jurisdiction in which the Franchisee operates, then the Franchisee shall in addition to the fees due to the Franchisor, pay to the Franchisor an additional sum which is equal to and shall represent the amount of such tax imposed on the fees due to the Franchisor.

(vi) **Indemnification.** - The Franchisee shall indemnify and hold harmless the Franchisor, CENTURY 21 and their subsidiaries, affiliates, directors, officers and employees, and all other CENTURY 21 franchisees from all expenses, fines, suits, proceedings, claims, losses, damages, liabilities or actions of any kind or nature (including, but not limited to, costs and attorneys' fees) arising out of or in any way connected with the Franchisee. The Franchisee further agrees that if either CENTURY 21 or the Franchisor is made a party to a lawsuit or other legal action in connection with the activities of the Franchisee or any Affiliates of the Franchisee, then at the option of each, CENTURY 21 and/or the Franchisor, as the case may be, may tender the defense and/or prosecution of the case to the Franchisee who shall be responsible for diligently pursuing the case or action at the Franchisee's expense, or may hire counsel directly to protect its respective interest and bill the Franchisee for all costs and attorneys' fees incurred in connection therewith and in the event of this the Franchisee shall promptly reimburse the billing party for all costs and expenses incurred, which the Franchisor incurred. This indemnity shall apply to claims that the Franchisor was negligent or failed to train, supervise or discipline the Franchisee, and to claims that Franchisee or its agents is the agent of the Franchisor or part of a common enterprise with the Franchisor. The obligations of Franchisee pursuant to this paragraph shall survive the expiration or termination of this Agreement;

Conflicts of Interest. - The Franchisee, and any Affiliates of the Franchisee, shall not, during the term hereof, directly or indirectly (as an officer, director, shareholder, partner, responsible broker or otherwise) operate, manage, own or have more than a ten percent (10%) interest in any real estate brokerage or related business (other than another CENTURY 21 franchise) located within a radius of 75 miles of the Approved Location without the prior written consent of the Franchisor.

For the purposes of this clause Affiliates of the Franchisee shall include, but not be restricted to, each of the following, and the restrictions set out above shall apply to each of them:

- (a) each partner, Responsible Broker, officer, or director, or any shareholder who owns (directly and/or beneficially) twenty-five percent (25%) or more of any class of the Franchisee's stock including corporations or other entities which control, are controlled by, or are under common control with the Franchisee or its other Affiliates;
- (b) if the Franchisee is a partnership, each of the partners thereof and each officer, director and shareholder owning (directly and/or beneficially) twenty-five percent (25%) or more of the stock of any corporate partner, and
- (c) the spouse, parents, siblings and children of each of the foregoing persons;
- (viii) **Net Worth** - The Franchisee acknowledges that a material consideration of the Franchisor in granting this Franchise is the representation by the Franchisee in Clause 14 hereof that the Franchisee is financially responsible and has the Minimum Net Worth and the Franchisee agrees and warrants that at all times throughout the term of this Agreement the Franchisee shall maintain the Minimum Net Worth. If the Franchisee falls below the Minimum Net Worth, he shall be required to procure a guarantor acceptable to the Franchisor to the extent of the deficiency, and the guarantor shall not only guarantee the Franchisee's performance under this Agreement, but also the Franchisee's duties to the Franchisee's clients and to the public;
- (ix) **Local Councils** - the Franchisor may establish a local council of CENTURY 21 franchisees with boundaries as determined, from time to time by the Franchisor. The Franchisee agrees to join and participate in the council established in the area designated by the Franchisor as the Franchisee's local council area. The local council may make recommendations and suggestions concerning the expenditure of council funds available for promotional purposes in the local area. Such local council may adopt its own by-laws, rules and procedures, but such by-laws, rules and/or procedures shall not restrict the Franchisee's rights or obligations under this Agreement. Except as otherwise provided herein, and subject to the approval of the Franchisor, any lawful action of such council at a meeting attended by two-thirds of the members, including reasonable assessments for local promotional and advertising purposes, shall be binding upon franchisee if approved by two-thirds of the member franchisees present, with each member office having one (1) vote; provided that no franchisee (or controlled group of franchisees) shall have more than twenty-five percent (25%) of the vote in a local council regardless of the number of offices owned; and,
- (x) **Other Councils** - the Franchisor may establish a regional council of CENTURY 21 franchisees in each regional area as determined by the Franchisor. CENTURY 21 may establish a national and international council of CENTURY 21 franchisees with boundaries established by CENTURY 21. Each regional council, national council and international council shall establish its own reasonable by-laws and procedures. Actions of the regional, national and

international councils shall be binding upon the Franchisee, provided, however, that no council action shall modify the terms and conditions of this Agreement. Regional, national and international councils shall be composed of CENTURY 21 franchisees who are elected or appointed on a representative basis by members of local or regional councils of the Franchisor. Representatives to regional, national and international councils shall have voting power in proportion to the number of CENTURY 21 franchisees in the area or region they represent. Neither CENTURY 21 nor the Franchisor shall have a vote in any franchisee council; and

- (xi) **Relationships with other Franchisees** - The Franchisee undertakes to co-broke, accept referrals and to co-operate in general on terms no less favourable with other CENTURY 21 franchisees than the terms of business expected in its most favourable business relationship with other realtors and, when necessary, to work in a constructive, co-operative and businesslike manner with all other CENTURY 21 franchisees of the Franchisor and not solicit the employment of employees or ex-employees of other CENTURY 21 franchisees (unless such ex-employee had ceased to be employed by another CENTURY 21 franchisee more than six months previously) or to solicit listings that are listed by other CENTURY 21 franchisees unless any such listings are within 45 days of their expiration date, when the Franchisee may enter into discussions with the prospective client in order to obtain any such listing upon its expiration.

12.3 **Obligations Related to Quality of Services and Goodwill:** In addition to the obligations referred to in Clause 12.1 (Start-Up Obligations) and Clause 12.2 (On-Going Obligations) the Franchisee acknowledges that it is of utmost importance that the services provided by the Franchisee to the public adhere to the minimum standards associated with the CENTURY 21 System and serve to enhance the reputation and goodwill associated with the service mark "CENTURY 21". The Franchisee acknowledges that the requirements set forth in this Clause are necessary to assure continuing public acceptance and patronage of the CENTURY 21 registered trademark franchise system and to avoid deterioration or obsolescence of the Franchisee's CENTURY 21 office. The Franchisee, therefore, agrees to undertake and carry out diligently all the following obligations:

- (i) **Use of Service Mark** - The Franchisee agrees that throughout the term of this Agreement it will operate exclusively under the Franchisee's CENTURY 21 trade name with respect to all advertising, promotion and communications, including, but not limited to, telephone answering, office sign(s), yard signs, business cards, bank accounts, stationery, promotional and advertising materials, real estate documents, and all other materials used in any way by the Franchisee. The Franchisee agrees to supervise all persons working with or under the Franchisee in the franchised operation to assure compliance by such persons with all the terms of this Agreement and the P&P Manual;

- (ii) **Regular Business Hours** - During the term of this Agreement, the Franchisee shall diligently, faithfully and continuously conduct a CENTURY 21 franchise at the Approved Location, which shall be open during regular business hours at least six (6) days per week. The Franchisee also agrees to give prompt, courteous and efficient service to the public, and generally to operate the Franchise in compliance with the P&P Manual and professional standards so as to preserve, maintain and enhance the value of the CENTURY 21 Marks and the CENTURY 21 System and the reputation and goodwill built up by CENTURY 21 and the Franchisor and its franchisees. Also, the Franchisee agrees to maintain throughout the term of this Agreement all office facilities, equipment, office sign(s), yard signs and all other materials in first-class condition, and to keep them in strict compliance with the P&P Manual;
- (iii) **Disclaimer** - The Franchisee specifically agrees to include the following statement in a prominent manner: "EACH OFFICE IS INDEPENDENTLY OWNED AND OPERATED" on all business cards, stationery, promotional and advertising materials, real estate documents, and all other materials used by the Franchisee, unless specifically provided otherwise in the P&P Manual or waived in writing by the Franchisor;
- (iv) **Audit Rights** - The Franchisee shall allow the Franchisor to make inspections of the Franchisee's business and premises at any reasonable time, and will make the Franchisee's books, tax returns and records available for inspection and audit by the Franchisor during normal working hours. The Franchisor's right to audit shall include the right to examine books, tax returns and records of other real estate related businesses owned, in whole or in part, or operated by the Franchisee or the Affiliates of the Franchisee, to determine whether all revenue received by the Franchisee has been properly reported by the Franchisee, that appropriate fees and contributions have been paid, and that the obligations of the Franchisee under this Agreement have been complied with. Whenever the Franchisor exercises its right to audit, the Franchisee shall, upon reasonable notice from the Franchisor, provide a comfortable working space for the Franchisor's representative(s) and ensure that all relevant books, tax returns and records are available at the Franchisee's Approved Location. The Franchisor reserves the right to establish a uniform list of accounts and/or a uniform bookkeeping system for all of its franchisees, and in such event, the Franchisee agrees to maintain its books and records in the manner required by the Franchisor. In the event an audit of the Franchisee's books discloses that Royalty Fees or CNAF contributions have been underpaid by more than five percent (5%) in any consecutive three (3) month period, the Franchisor may, in addition to any other remedy available under this Agreement or by law, require the Franchisee to pay the audit fees and any expenses, including attorneys' fees, incurred by the Franchisor in collecting the past due Royalty Fees and/or CNAF contributions. Furthermore, the audit costs and related charges shall be in addition to the interest and/or late charges that would be owing for outstanding Royalty Fees, CNAF contributions and related charges, which are accrued from the date they should have been paid had the Franchisee properly and promptly

1/2

Dr

reported the relevant transactions and otherwise complied with this Agreement to the date the said amounts are paid, at the rates specified in this Agreement.

(v) **Ethics** - The Franchisee agrees to conduct its business (and likewise to supervise all Affiliates of the Franchisee) in a manner that complies with the terms and intent of this Agreement, with national, state and local laws, regulations and ordinances (including but not limited to any money laundering laws or regulations), with the Code of Ethics of the National Association of Realtors and with the CENTURY 21 Code of Ethics (if and when adopted and published by CENTURY 21). The Franchisee hereby authorizes any national, federal, local or state body regulating or supervising real estate broker practices and the Franchisee's Board of Realtors (if any) to release to the Franchisor information related to complaints and to any disciplinary actions taken based upon the Franchisee's practices or the practices of Affiliates of the Franchisee. The Franchisee agrees to notify the Franchisor within five (5) business days of any such complaints or disciplinary actions. The Franchisee also agrees to maintain all permits, certificates and licences (necessary for its Franchise operation) in good standing and in accordance with applicable laws and regulations;

(vi) **Policy and Procedure Manual** - The Franchisee agrees to abide by the terms of the P&P Manual and to supervise Affiliates of the Franchisee to assure their compliance with the P&P Manual. The Franchisee acknowledges that CENTURY 21 has reserved the right, pursuant to Clause 18 of this Agreement, to make reasonable changes in the P&P Manual that CENTURY 21 determines are important for the continued success and development of the CENTURY 21 franchise organization and its members. Accordingly, the Franchisee agrees that from time to time CENTURY 21 may reasonably change or modify the CENTURY 21 Marks and the CENTURY 21 System as well as the standards and specifications set forth in the P&P Manual, including, but not limited to, the modification or adoption of new or modified trade names, trademarks, service marks, sign and logo requirements, or copyrighted materials. The Franchisee also agrees, at the Franchisee's own expense, to promptly adopt (but in no case later than ninety (90) days after notice) any such modifications as if they were a part of the CENTURY 21 System at the time of the execution of this Agreement. CENTURY 21 or the Franchisor shall notify the Franchisee in writing as to changes in the P&P Manual or other changes in the operational structure of the Franchisee.

Ownership of Marks - The Franchisee acknowledges that the CENTURY 21 Marks and the CENTURY 21 System and other products and items delivered to the Franchisee pursuant to this Agreement are the sole and exclusive property of CENTURY 21 and that the Franchisee's right to use the same solely in connection with the operation of its franchised real estate business is contingent upon the Franchisee's continued full and prompt performance under this Agreement. The Franchisee shall be responsible for, and supervise all of its Affiliates in order to assure the proper use of the CENTURY 21 Marks and the CENTURY 21 System in compliance with this Agreement. The Franchisee acquires no rights in any of the said property, except for the Franchisee's right to

use the same under this Agreement. The Franchisee agrees that at no time during this Agreement or at any time after the expiration or termination of this Agreement shall the Franchisee contest in the United States or any other country the sole and exclusive rights of CENTURY 21 in the said CENTURY 21 Marks and CENTURY 21 System and other products and items delivered under this Agreement, nor shall the Franchisee claim any interest therein that is contrary to this Clause or at any time dispute, disparage or impugn the validity of the CENTURY 21 Marks and/or the CENTURY 21 System. The Franchisee agrees that neither during the term of this Agreement nor at any time after its expiration or termination shall the Franchisee adopt or employ, or seek to register, any names, marks, insignias, colours, trade dress, or symbols in the franchise operations or any other business that are confusingly similar to the CENTURY 21 Marks licensed under this Agreement. Furthermore, the Franchisee agrees to cooperate with and assist CENTURY 21 and/or the Franchisor in connection with any legal action brought by or against either CENTURY 21 or the Franchisor regarding the protection and preservation of the said CENTURY 21 Marks and CENTURY 21 System and other products and items delivered under this Agreement. Also, the Franchisee acknowledges that all information delivered to the Franchisee pursuant to this Agreement, unless the information is otherwise publicly available, constitutes trade secrets and proprietary information of CENTURY 21 and/or the Franchisor, as the case may be. The Franchisee agrees to keep any such information confidential and further agrees to use diligent efforts to protect it from disclosure without the prior written approval of CENTURY 21 and/or the Franchisor, as the case may be, and to protect it from misappropriation by the Affiliates of the Franchisee or by any other persons under the control of the Franchisee.

- (viii) **Review of Advertising** - The Franchisee acknowledges that the CENTURY 21 Marks and the CENTURY 21 System are the sole and exclusive property of CENTURY 21 in the United States and throughout the world, and that any advertising or promotional materials produced by the Franchisee will reflect and have an impact upon the CENTURY 21 System. Accordingly, the Franchisee agrees to submit, upon the written request of the Franchisor, all advertising or promotional material produced by the Franchisee to the Franchisor at least five (5) days prior to the planned publication or airing thereof. The Franchisor shall thereupon approve or disapprove the use of the CENTURY 21 Marks in the said advertising, which approval shall not be unreasonably withheld.
- (ix) **Office Size and Appearance** - The Franchisee acknowledges and recognizes that all CENTURY 21 franchised real estate brokerage offices must meet certain minimum standards of professionalism as regards office location, office size, exterior attractiveness, and interior attractiveness and decor, and general appearance and cleanliness. The Franchisee further acknowledges that these minimum standards and the office requirements hereinafter set forth have not appeared in previous forms of CENTURY 21 real estate franchise agreements and that certain CENTURY 21 franchisees who have become members of the CENTURY 21 System prior to the adoption of this form of CENTURY 21 real estate franchise agreement may not presently be bound by these requirements.

acknowledges that it may be required, pursuant to the provisions of Clause 12.3 (ix)(c) and (e) hereof, to make substantial alterations to the exterior and interior of the new office.

check here and initial below if applicable

initials

initials

initials

(c) Present Office Size - On or before _____ the Franchisee will expand the size of its present CENTURY 21 franchisee real estate office, located at _____ from its present _____ square feet of useable office space, to a minimum of _____ square feet of usable office space. Prior to entering into a contract to purchase or lease additional office space to so expand the Franchisee's present office size, the Franchisee will obtain written approval of the proposed additional office space from the Franchisor, which will not unreasonably withhold its approval. In the event the Franchisor withholds its approval or notifies the Franchisee of its disapproval of the Franchisee's proposed additional office space, stating reasons therefore, the Franchisee may resubmit to the Franchisor plans for other additional office space as often as may be required to obtain the Franchisor's approval. The Franchisor shall have fifteen (15) days from receipt of any additional office space plans to respond to the Franchisee in writing. If written approval is not received from the Franchisor within fifteen (15) days from the date of receipt by the Franchisor of such new office space proposal, then the Franchisor shall be deemed to have withheld its approval of such proposal. In the event the Franchisee has not expanded its present office location, as approved by the Franchisor, by the date set forth above in this Clause 12.3(ix)(c), the Franchisor may at its option terminate this Agreement at any time upon ten (10) days written notice to the Franchisee. Notwithstanding the Franchisor's approval of the Franchisee's present office expansion, the Franchisee acknowledges that it may be required pursuant to the provisions of Clauses 12.3 (ix)(d) and (e) hereof, to make substantial alterations to the exterior and interior of the expanded office.

check here and initial below if applicable

initials

initials

initials

(d) Office Exterior - On or before _____ the Franchisee will remodel or renovate the exterior of the Franchisee's present real estate office, or of the Franchisee's new office if the Franchisee has been required pursuant to the provisions of Clause 12.3 (ix)(b) hereof to move its office to a new location. Prior to remodeling the exterior of its office, the Franchisee will obtain written approval of its exterior plans from the Franchisor, who will not unreasonably withhold its approval. In the event that the Franchisor withholds its approval or disapproves of the Franchisee's exterior plans, it will advise the Franchisee, in writing, of its disapproval, stating reasons therefore. the Franchisee may resubmit to the

JL
JR

Franchisor revised exterior plans as often as may be required to obtain the Franchisor's approval. The Franchisor shall have fifteen (15) days from receipt of any such office exterior plans to respond to the Franchisee, in writing. If written approval is not received by the Franchisee within fifteen (15) days from the date of receipt by the Franchisor of such new office exterior design proposal, then the Franchisor shall be deemed to have withheld its approval of such proposal. In the event that the Franchisee has not remodeled or renovated the exterior of the Franchisee's office, as approved by the Franchisor, by the date set forth above in this Clause 12.3(ix)(d), the Franchisor may, at its option, terminate this Agreement at any time upon ten (10) days written notice to the Franchisee.

check here and initial below if applicable

initials

initials

initials

(e) Office Interior - The Franchisee acknowledges that the Franchisor has developed, (and has so advised the Franchisee, of certain standards designed to assure that CENTURY 21 franchised real estate brokerage offices maintain a level of interior furnishings, design and decor which are as professional and tasteful in appearance as those of successful real estate brokerage offices (in terms of gross revenues) which are located in the Franchisee's market area. These minimum standards require that the Franchisee's office be tastefully and attractively furnished, that the Franchisee's office contain a reception area with adequate seating, that the Franchisee's office contain at least one conference room adequate for the conducting of meetings, closings, etc. and that the Franchisee's office be maintained in a clean, orderly and tidy manner. Accordingly, on or before _____, the Franchisee will redecorate, refurbish and/or renovate the interior of the Franchisee's present real estate office, or of the Franchisee's new office if the Franchisee has been required pursuant to the provisions of Clause 12.3(ix)(b) hereof to move its office to a new location. Prior to redecorating, refurbishing or renovating the interior of its office, the Franchisee will obtain written approval of its interior plans from the Franchisor, which will not unreasonably withhold its approval. In the event the Franchisor withholds its approval or disapproves of the Franchisee's interior plans, it will advise the Franchisee, in writing, of its disapproval, stating reasons therefore, the Franchisee may resubmit to the Franchisor revised interior plans as often as may be required to obtain the Franchisor's approval, the Franchisor shall have fifteen (15) days from receipt of any such plans to respond to the Franchisee, in writing. If written approval is not received by the Franchisee within fifteen (15) days from the date of receipt by the Franchisor of such new office interior proposal, then the Franchisor shall be deemed to have withheld its approval of such proposal. In the event that the Franchisee has not redecorated, refurbished or renovated the interior

of the Franchisee's office, as approved by the Franchisor; by the date set forth above in this Clause 12.3(ix)(e), the Franchisor may, at its option, terminate this Agreement at any time upon ten (10) days written notice to the Franchisee.

Initials

Initials

Initials

THE FRANCHISEE SHALL BE BOUND BY THE FOLLOWING TWO SUBCLAUSES, NOTWITHSTANDING THE FACT THAT ONE OR MORE OF THE ABOVE SUBCLAUSES IN THIS CLAUSE 12.3(LX) SHALL HAVE BEEN CHECKED AND INITIALED.

- (f) **Continuing Obligation Of The Franchisee** - The Franchisee shall have a continuing obligation, throughout the term of this Agreement, to maintain both the exterior and interior of the Franchisee's office so that it remains the same or better in appearance and condition as when the said office was originally approved by the Franchisor. In the event the Franchisee does not comply with the provisions of this Clause 12.3(x)(f) the Franchisor may, at its option, terminate this Agreement.
- (g) **Modifications of Office Size And Design Requirements** - The Franchisee acknowledges and agrees that because of changing market conditions the Franchisor reserves and shall have the right to change, increase, or eliminate office size and exterior and interior appearance and decor requirements from time to time, and that as a condition to an assignment or renewal of the Franchisee, the Franchisee or the Franchisee's assignee, may be required to make modifications to its office space according to the Franchisor's then current office size and exterior and interior appearance and decor policies.
- (x) **Model Office Plans** - The Franchisee acknowledges and agrees that if the Franchisee is provided plans or specifications for any CENTURY 21 model office concepts to be used in conjunction with the Franchisee, then the Franchisee's use of any such plans and specifications shall be the subject of a separate agreement, which shall specifically address the Franchisee's rights and obligations in connection with the use of the said plans and specifications.
- (xi) **Consumer Relations and Protection of Goodwill** - The parties recognize that from time to time disputes may arise between the Franchisee, or Affiliates of the Franchisee, and a client, customer or other individual or entity involved in a real estate related transaction, and that it is in the best interests of all parties, when possible, to quickly resolve such disputes. Accordingly, the Franchisee agrees to promptly respond to all complaints received from its customers or clients or other individuals, and attempt to resolve any such dispute in a reasonable business manner. When the Franchisor is contacted by any party with a complaint regarding the handling of a particular transaction by the Franchisee, the Franchisor may investigate the matter and attempt to obtain from the Franchisee, from the complaining party and from available witnesses, their respective versions of the relevant facts and the Franchisee agrees to cooperate fully with the Franchisor in

any investigation. The Franchisor will attempt to complete any investigation within thirty (30) days of receipt of a complaint. Upon completion of the investigation (and in the absence of the Franchisee's independent resolution of the matter), if the Franchisor has obtained facts sufficient to make a determination that, in the Franchisor's reasonable business judgment, the Franchisee has provided substandard service or acted in a materially improper fashion in the transaction, the Franchisor will advise the Franchisee of this in writing and provide the Franchisee with guidelines prepared pursuant to the Franchisor's reasonable business judgment, setting forth the method by which the Franchisee may correct the situation (e.g. cancellation of a listing agreement, refund of deposit or other funds, etc.). In the event that the Franchisor is:

- (1) contacted by a complaining party or becomes aware of a complaint regarding a particular transaction in which the Franchisee was involved; and
- (2) makes a reasonable determination pursuant to this Clause that the Franchisee, or Affiliates of the Franchisee, have acted in a materially improper fashion in the said transaction; and
- (3) determines that the complaint has not been resolved with the complaining party to the satisfaction of the Franchisor within a period of thirty (30) days from the Franchisor's determination that the Franchisee acted in a materially improper fashion, then the Franchisor may, at its option, terminate this Agreement at any time upon ten (10) days written notice to the Franchisee.

Quality Survey - Upon the closing (settlement) of each transaction which the Franchisee has handled for either a buyer or seller (hereinafter collectively referred to as "client"); and the subsequent receipt by the Franchisor of a Commission Disbursement Authorization regarding that transaction, the Franchisor and/or CENTURY 21 may, and the Franchisee so authorizes the Franchisor and/or CENTURY 21 to send to the Franchisee's client (or a sampling of the Franchisee's clients) in the said transaction a questionnaire which will request the client to rate the service and performance of the Franchisee and the Franchisee's sales associates in the said transaction. The procedures and standards of quality and performance of this rating system shall be set forth in the P&P Manual, (as it may be revised and/or supplemented from time to time by CENTURY 21). The Franchisee acknowledges the business necessity for such standards and the inherent difficulty in establishing scientifically the precise quality standards within the context of a service industry; therefore, the Franchisee agrees to be bound by the said standards and the terms of this subclause notwithstanding the fact that such standards may not result in a statistically accurate evaluation of the Franchisee's service quality. In establishing such standards CENTURY 21 shall exercise reasonable business judgment in a good faith attempt to maintain and improve the quality of service provided under the service mark CENTURY 21. In the event that the Franchisee's overall average standard of performance during each twelve (12) month period established from

time to time by the Franchisor does not meet the minimum standards of performance and quality as established by CENTURY 21 for that twelve (12) month period, the Franchisee may be placed on probation for a period to be established by the Franchisor of not less than six (6) months. If any deficiencies in the quality of the Franchisee's service and performance are not corrected within the said probationary period, as evidenced by returned client questionnaires received during the probationary period, so as to equal or exceed the minimum standards of quality and performance, the Franchisor may, at its option, terminate this Agreement at any time upon ten (10) days written notice to the Franchisee.

The Franchisee undertakes at its own expense to attend not less than two (2) times a year training sessions organized by the Franchisor which shall be held in Puerto Rico or Miami (or decided upon by the Franchisor) and last for three (3) days (or such other place or for such other period that the Franchisor deems appropriate) and shall be attended by a broker, manager or other such designated representative [as previously agreed in writing with the Franchisor] of the Franchisee.

13. REPRESENTATIONS BY THE FRANCHISOR

The Franchisor represents that the following statements are true and accurate:

- 13.1 CENTURY 21 is, and the Franchisor acknowledges that, CENTURY 21 is the true and rightful owner of those CENTURY 21 Marks and the CENTURY 21 System licenced to the Franchisee pursuant to this Agreement, subject to certain rights and claims as may be stated otherwise herein and/or explained in the Franchise Disclosure Documents, and except as to those rights and claims not known to CENTURY 21 and as to those pending claims CENTURY 21 considers as not representing a material challenge to its rights;
- 13.2 The Franchisor has been authorized and licenced by CENTURY 21 to offer this Franchise on the terms stated herein at the Approved Location;
- 13.3 The Franchisor is a corporation duly incorporated and is licenced and is currently qualified to do business in the country in which the Franchisee's Approved Location is situated;
- 13.4 The execution of this Agreement by the Franchisor will not violate or constitute a breach of any other agreement or commitment to which the Franchisor is a party; and
- 13.5 The individual executing this Agreement is an officer of the Franchisor who is authorized to enter into this Agreement on behalf of the Franchisor and this Agreement upon its execution shall represent a valid and binding obligation of the Franchisor to the extent performance by it is specifically required hereunder; provided, however, that this Agreement shall not be effective until signed by a corporate officer from the Franchisor's main office, NO FIELD REPRESENTATIVE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE FRANCHISOR. THEREFORE, THE

FRANCHISEE IS ADVISED NOT TO INCUR ANY EXPENSES WITH RESPECT TO OPENING THE FRANCHISED OFFICE UNTIL THE FRANCHISEE HAS RECEIVED A FINAL EXECUTED COPY OF THIS AGREEMENT FROM THE FRANCHISOR'S HOME OFFICE.

14. REPRESENTATIONS BY THE FRANCHISEE

The Franchisee represents that the following statements are true and accurate:

- 14.1 The Franchisee is a licensed real estate broker under the laws of the country in which the Franchisee's Approved Location is to be situated. If the Franchisee is a partnership or a corporation, the Responsible Broker is a licensed real estate broker under the laws of the country in which the Franchisee's Approved Location is to be situated.
- 14.2 The Franchisee is not obtaining this Franchise for speculative or investment purposes and has no present intention to sell, transfer or attempt to sell or transfer the Franchise in whole or in part.
- 14.3 The Franchisee understands and acknowledges the importance of the high and uniform standards of quality, appearance and service imposed by CENTURY 21 and the Franchisor in order to maintain the value of the CENTURY 21 name and the necessity of operating the Franchised office in compliance with CENTURY 21 standards. The Franchisee represents that it has the present capability and intention to meet those standards.
- 14.4 If the Franchisee is a corporation, the Franchisee is duly incorporated, licensed and currently qualified to do business in the country in which the Franchisee's Approved Location is to be situated and in any other countries in which the Franchisee proposes to do business.
- 14.5 The Franchisee has procured such certificates, licences and permits in addition to appropriate real estate licences, necessary for the Franchisee to carry on the business contemplated by this Agreement.
- 14.6 The execution of this Agreement by the Franchisee will not violate or constitute a breach of the terms of any other agreement or commitment to which the Franchisee is a party.
- 14.7 The individual executing this Agreement on behalf of the Franchisee is duly authorized to do so and upon execution of the Agreement, it shall constitute a valid and binding obligation of the Franchisee and all of its partners (if the Franchisee is a partnership).
- 14.8 The Franchisee acknowledges that no representations, promises, guarantees or warranties of any kind are made or have been made by either CENTURY 21 or the Franchisor or by any person representing himself or herself as an authorized agent or representative of either to induce the Franchisee to execute this Agreement, except as specifically set forth in the Franchise Disclosure Documents delivered to the Franchisee. The Franchisee acknowledges that the success of the Franchise is dependent upon the personal efforts of the Franchisee or the Franchisee's partners (if the Franchisee is a partnership) or the

officers, directors and Significant Shareholders of the Franchisee (if the Franchisee is a corporation). The Franchisee and the parties listed in Clause 35 of this Agreement represent that they intend to devote their full time to the management of the CENTURY 21 Franchise. The Franchisee acknowledges that neither CENTURY 21, the Franchisor, nor any other person, has guaranteed or warranted that the Franchisee will succeed in the operation of the Franchise, or has provided any sales or income projections of any kind to the Franchisee.

- 14.9. The Franchisee, each of the partners of the Franchisee (if the Franchisee is a partnership) and each of the officers, directors and Significant Shareholders of the Franchisee (if the Franchisee is a corporation) who will be involved personally and actively in the management of the Franchise (and whose names are set forth in Clause 35), have read fully this Agreement, the P&P Manual and the CENTURY 21 Franchise Disclosure Documents, and fully understand the terms and the importance of the same, and represent that each is capable of complying and will comply with them.
- 14.10. The Franchisee has a net worth of not less than the Minimum Net Worth, as of the Commencement Date of this Agreement, as represented by the Franchisee's financial statement, which has been prepared in accordance with generally accepted accounting principles. This representation shall not be construed in any manner that would in any way restrict or limit in any way the liability, responsibility or degree of obligations of the Franchisee and its partners, or its officers, directors and shareholders, as the case may be, as may otherwise be set forth herein, or otherwise be required by law.

15. TRADEMARKS

- 15.1. The Franchisee shall render to the Franchisor all reasonable assistance to enable the Franchisor or CENTURY 21 (as the case may be) to obtain registration in any part of the Territory of any of the Proprietary Marks. In no circumstances will the Franchisee apply for registration as proprietor of any of the Proprietary Marks in any part of the Territory but if at any time the Franchisor desires to apply for registration and has so applied, the Franchisee is deemed in law also to be the proprietor of any trade mark of the Franchisor or if for any other reason the Franchisor shall so request, the Franchisee shall at the Franchisor's expense make in its own name or jointly with the Franchisor and proceed with such an application as the Franchisor may direct and do all such acts and things and execute all such documents necessary for obtaining such registration and thereupon the Franchisee shall assign such registration and all other rights in such trade mark to the Franchisor.
- 15.2. In the event that goodwill or other rights in and associated with the Proprietary Marks at any time accrue to the Franchisee by operation of law or howsoever otherwise, the Franchisee will at its own expense forthwith on demand do all such acts and things and execute all such documents as the Franchisor, and where appropriate the Franchisor acting on behalf of CENTURY 21, shall deem necessary to vest such rights absolutely in the Franchisor or CENTURY 21 (as appropriate).

- 15.3 In the event that a registration is obtained for any of the Proprietary Marks subsequent to the date hereof, the Franchisee shall, subject to registration of particulars of this Agreement in respect of such other marks, be entitled to such like rights under such registration as are granted by this Agreement in respect of the other registered trade marks comprised at the date hereof in the Proprietary Marks and hereby authorizes the Franchisor to register such particulars in respect thereof.
- 15.4 The Franchisee will notify the Franchisor forthwith of any and all circumstances coming to the attention of the Franchisee, its directors, agents and employees which may constitute an infringement of any of the Proprietary Marks or any suspected passing off by any unauthorized person and shall take such reasonable action in connection therewith as the Franchisor may direct at the expense of the Franchisor.
- 15.5 The Franchisee shall take such action in relation to the use of any of the Proprietary Marks in its business as the Franchisor may from time to time direct in order to make clear that the Proprietary Marks are the subject of patent, copyright or trade mark protection.

16. IMPROVEMENTS AND INNOVATIONS

- 16.1 Any improvements, additions or modifications of or to the CENTURY 21 System devised or developed by the Franchisor shall, where necessary, be made available to the Franchisee, who shall when required to by the Franchisor introduce any such improvement, addition or modification into its business at the time and in the manner specified by the Franchisor in writing and the CENTURY 21 System shall thereupon be deemed to have been so varied.
- 16.2 The Franchisee will notify the Franchisor of any improvements, additions or modifications of or to the CENTURY 21 System which may assist in the operation of its business and the Franchisor may introduce such improvements, additions or modifications without any obligation to make any payment therefore.
- 16.3 The Franchisee will not itself introduce any improvement, addition or modification of or to the CENTURY 21 System into its business without the prior written consent of the Franchisor so to do.

17. RELATIONSHIP OF PARTIES

- 17.1 The Franchisee is and shall be an independent contractor and nothing contained herein shall be construed so as to create an agency relationship, a partnership or joint venture, either between the Franchisor and the Franchisee or between CENTURY 21 and the Franchisee. Neither the Franchisor, CENTURY 21 nor the Franchisee shall act as agent or representative of the other. Neither the Franchisor, CENTURY 21 nor the Franchisee shall guarantee the obligations of the other or in any way become obligated for the debts or expenses of the other unless specifically agreed upon in writing. Neither the Franchisor nor CENTURY 21 shall be entitled to share in any of the profits of the Franchisee or be required to share in the Franchisee's losses, furthermore, neither the

Franchisor nor CENTURY 21 shall have any ownership or equity interest in the Franchisee. All employees or sales associates, as the case may be, hired or engaged by or working for the Franchisee shall be the employees or sales associates of the Franchisee and shall not by virtue of this Agreement be deemed employees, sales associates, agents or representatives of the Franchisor or of CENTURY 21.

- 17.2 Neither the Franchisor nor CENTURY 21 shall regulate the hiring or firing of the Franchisee's sales people, the parties from whom the Franchisee may accept listings or for whom the Franchisee may sell property, the commission rates charged by the Franchisee, the commission splits between the Franchisee and the Franchisee's sales people, the details of the work performed by the Franchisee or its sales associates, the manner in which the Franchisee obtains listings or sells property, the working conditions of the Franchisee's sales people, or the Franchisee's contracts with clients or customers, except to the extent necessary to protect the CENTURY 21 Marks, trade names and goodwill associated therewith. The conduct of the Franchisee's business shall be determined by its own judgment and discretion, subject only to the provisions of this Franchise Agreement and the P&P Manual as it shall be adopted or revised from time to time.

18. RIGHTS RESERVED BY CENTURY 21

- 18.1 The Franchisee expressly understands and agrees that CENTURY 21 retains the ownership of all rights, title and interest in and to the CENTURY 21 Marks and the CENTURY 21 System, and all goodwill, trade secrets and proprietary information licenced to the Franchisee pursuant to this Agreement.
- 18.2 The Franchisee further understands and agrees that CENTURY 21 retains the right to modify the CENTURY 21 Marks, logos, colour scheme and/or other trade dress of the system, as well as the CENTURY 21 System and other products and items delivered pursuant to this Agreement and to modify the standards, specifications and other requirements set forth in the P&P Manual. The Franchisee is required to comply with any such changes at the Franchisee's expense, as provided in this Agreement.
- 18.3 CENTURY 21 has reserved all rights in the CENTURY 21 marks not expressly granted to the Franchisor and the Franchisee, and has further reserved the right to use and licence the CENTURY 21 Marks to others for uses that may not be related to the operation of a licenced real estate brokerage office.

19. ASSIGNMENT OF FRANCHISE

- 19.1 This Agreement is personal, being entered into in reliance upon and in consideration of the skill, qualifications and representations of, and trust and confidence reposed in, the Franchisee, the Responsible Broker, the Franchisee's present partners, (if the Franchisee is a partnership); and the Franchisee's present officers, directors and Significant Shareholders, (if the Franchisee is a corporation), who have represented that they will actively and personally participate in the ownership and operation of the Franchise. Therefore, neither this Agreement nor any of its rights or privileges shall be assigned, transferred, shared or divided, by operation of law or otherwise, in any manner, without

the prior written consent of the Franchisor and any such purported transfer, assignment, sharing or division without the prior written approval of the Franchisor shall be void. The Franchisor's consent may be subject to certain conditions, including, but not limited to the following:

- (i) qualification of any proposed assignee in accordance with the standard the Franchisor then applies in evaluating prospective purchasers of new franchises;
- (ii) payment of all outstanding debts by the Franchisee including all payments owing to CENTURY 21 and the Franchisor, including, but not limited to, Royalty Fees payable, CNAF contributions, and any other obligation incurred pursuant to the operation of the Franchise;
- (iii) remedying all defaults and noncompliance under this Agreement and the then current P&P Manual and the remedying of all defaults under any other agreement the Franchisee may have with CENTURY 21 and/or the Franchisor such as other CENTURY 21 franchise agreements, including, but not limited to, all obligations to pay Royalty Fees, CNAF contributions, interest and late charges, audit fees and other properly chargeable amounts, responsibilities to comply with the P&P Manual then in effect, including trade name and logo guidelines and obligations to comply with minimum performance standards as set forth in Clauses 12.3 and 20.6 of this Agreement;
- (iv) execution of a general release of claims by the Franchisee and any guarantors of the Franchisee's obligation in a form approved by the Franchisor;
- (v) execution of the then current form of franchise agreement by the proposed assignee(s) and by any continuing co-owners in the Franchise (including the Responsible Broker all partners, (if the Franchisee is a partnership) and all officers, directors and Significant Shareholders, (if the Franchisee is a corporation), the form of such an agreement may contain materially different terms than those contained in this Agreement and if requested by the Franchisor the execution by any guarantors of this Agreement of a reaffirmation of their guarantee of the Franchisee's obligations;
- (vi) payment by assignee(s) of a transfer fee to the Franchisor in the sum of Ten Thousand Dollars (\$10,000);
- (vii) attendance by the proposed assignee at the next available new franchisee training programme at the proposed assignee's expense (if there are two or more assignees attendance by only one is required);
- (viii) execution of an acknowledgement of receipt by the proposed assignee(s) as to receipt by the assignee(s) of a current copy of the Franchise Disclosure Documents at least ten (10) business days prior to any such proposed assignment or the payment of any consideration therefore; and

- (ix) If the Franchisee's proposed assignee intends to conduct business at a location other than the Approved Location, qualification of the proposed new location (which shall be in the same general vicinity as the Approved Location) and qualification of the proposed new office in accordance with the standards the Franchisor then applies in evaluating the new franchisee.

All such conditions also apply to any consent given pursuant to Clauses 19.2 and 19.3 below.

- 19.2 If the Franchisee or any other party whose interest is subject to this Clause shall desire to assign rights in the Franchise (whether directly or indirectly), the Franchisee or the party involved shall serve upon the Franchisor a written notice setting forth all of the terms and conditions of the proposed assignment, a current financial statement regarding the proposed assignee, and all other information requested by the Franchisor concerning the proposed assignee and the notice shall provide the Franchisor with sufficient time to enable the Franchisor to comply with all disclosure and registration requirements with respect to any intended assignee. Within twenty (20) days after receipt of such a notice (or, if the Franchisor requests additional information, within fifteen (15) days after receipt of such additional information), the Franchisor may either consent or refuse to consent to the assignment or, at its option, accept the assignment to itself upon the same terms and conditions specified in the notice provided, however, that the Franchisor shall have the option either to accept the assignment of the Franchise and the underlying real estate brokerage business or to accept only the assignment of the Franchise, in which case an allocation of the total purchase price shall be made to reflect the value of this Agreement, which in no case shall exceed the initial franchise fee then being charged by the Franchisor for new franchisees. If the Franchisor fails to exercise any of its rights or options or otherwise to respond, then consent to the proposed assignment shall be deemed withheld. Consent to an assignment upon the specified terms and conditions shall not be deemed to be a consent to an assignment upon any other terms or conditions, or to any other person, or to any other subsequent assignment.
- 19.3 If the Franchisee is a sole proprietorship or partnership, the Franchisor expressly consents to the assignment of this Agreement, without payment of a transfer fee, to a corporation formed, owned and controlled solely by the Franchisee to operate the Franchise business, provided that such assignment shall not relieve the original Franchisee of the obligations of this Agreement nor shall it affect in any manner any obligations to guarantee this Agreement, and further, provided that there is no change in the Responsible Broker for the office, unless approved in writing by the Franchisor, such approval not to be unreasonably withheld. The Franchisee agrees to notify in writing the Franchisor of such transfer of assets to a corporation within ten (10) days of such a transfer and shall supply the Franchisor with such documents as it may request including, but not limited to, assignment forms, articles of incorporation and by-laws. If the Franchisee is a corporation, any merger or reorganization thereof, or sale or transfer of twenty-five percent (25%) or more of any class of stock, or any series of sales or transfers (whether related or unrelated) totalling in the aggregate twenty-five percent (25%) or more of any class of stock in such corporate franchisee or the corporate parent of such Franchisee, whether by operation of law or otherwise, shall be deemed an attempted assignment of

Vh
JR

this Agreement requiring the prior written consent of the Franchisor. If the Franchisee is a partnership, the sale or transfer of any general partner's interest, or the sale or series of sales or transfers of limited partnership interests (whether related or unrelated) totaling in the aggregate twenty-five percent (25%) or more of such interests, whether by operation of law or otherwise, shall be deemed an attempted assignment of this Agreement requiring the prior written consent of the Franchisor. For the purposes of determining whether twenty-five percent (25%) or more of the interests of any class of shares of a corporation or limited partnership interests in a limited partnership have been transferred, all transfers (whether related or unrelated) shall be aggregated. Any proposed transfer involving less than twenty-five percent (25%) shall be reported by the Franchisee to the Franchisor at least twenty (20) days in advance but shall not be subject to the approval of the Franchisor so long as there is to be no change in the Responsible Broker and the aforementioned aggregate limits are not involved. Furthermore, if the Franchisee is owned by either a partnership or a corporation, which is in turn owned in whole or part by another limited partnership or corporation, this Clause shall be construed to apply to these entities as well. It is the intention of the parties that any transfers of ownership in any entity ultimately owning part or all of the Franchise (directly or indirectly) shall be subject to the restrictions imposed by this Clause.

- 19.4 Any assignment of this Franchise is expressly conditional upon the Franchisee, or the Franchisee's proposed assignee agreeing with the Franchisor prior to the said assignment, to make, at the Franchisee's sole expense, or at the Franchisee's proposed assignee's sole expense, such reasonable expenditures as are necessary to conform the proposed assignee's office with the Franchisor's then current standards for interior and exterior office size, décor, overall attractiveness and cleanliness.
- 19.5 Any change in the Responsible Broker for the franchised office shall require the prior written consent of the Franchisor. The Responsible Broker shall be the individual holding a real estate broker's licence, or such other business licence or similar instrument approved by the Franchisor (as applicable) whose licence has to be used for the franchise granted hereby and who is named as the Responsible Broker in Clause 3.5 hereof.
- 19.6 In no event shall this Agreement be assumed by, or transferred to any individual who, or entity which does not comply with all the requirements for assignment as specified in this Agreement.

20. TERMINATION

This Agreement may not be terminated except as provided in this Agreement. Termination of this Agreement shall not relieve the Franchisee of any unfulfilled obligations created hereunder unless agreed to in writing by the Franchisor.

In addition to and without limiting any other provisions herein relating to termination, this Agreement may be terminated as follows:

- 20.1 Upon mutual written consent of the parties hereto.

- 20.2 At the option of the Franchisor, if the Franchisee breaches any of the Franchisee's representations or warranties or fails to perform any of the Franchisee's obligations under this Agreement or under any other agreement the Franchisee may have with the Franchisor or CENTURY 21 (such as, by way of example but not by way of limitation, other CENTURY 21 franchise agreements) including, but not limited to, obligations to pay Royalty Fees, CNAF contributions, interest and late charges, audit fees and other properly chargeable amounts, responsibilities to comply with the P&F Manual including trade name and logo guidelines, obligations to comply with office size and decor requirements, obligations to comply with the resolution of disputes requirements and obligations to comply with minimum performance standards as set forth in Clauses 12.3 and 20.6 of this Agreement.
- 20.3 At the option of the Franchisor, if the real estate brokerage licence, or such other business licence or similar instrument approved by the Franchisor (as applicable) of the Franchisee or the Responsible Broker is suspended or revoked or otherwise is not maintained continuously and actively in full force and effect, and in good standing.
- 20.4 At the option of the Franchisor at any time more than:
- (i) nine (9) months after the death or incapacity of the Franchisee or the appointment of a personal representative, executor or guardian for the person or estate of the Franchisee, (if the Franchisee is an individual);
 - (ii) nine (9) months after the death or incapacity of any of the general partners, or the appointment of a personal representative, executor or guardian for the person or estate of any of the general partners, (if the Franchisee is a partnership); or
 - (iii) nine (9) months after the death or incapacity of the Responsible Broker or the appointment of a personal representative, executor or guardian for the person or estate of the Responsible Broker, (if the Franchisee is a corporation); provided, however, that this Agreement shall not terminate if within the said nine (9) months:
 - (a) this Agreement or the general partner's interest herein is assigned in accordance with the provisions of Clause 19 of this Agreement to a licenced real estate broker approved by the Franchisor; or
 - (b) if the Franchisee is a partnership or corporation, a licenced real estate broker approved by the Franchisor shall become the partner or the Responsible Broker holding a real estate broker's licence or such other business licence or similar instrument approved by the Franchisor (as applicable).

- 20.5 At the option of the Franchisor, if the Franchisee fails to conduct and govern the Franchised business according to the Code of Ethics of the National Association of Realtors, the CENTURY 21 Code of Ethics, or the laws, ordinances and regulations of the country where the Franchisee is situated.
- 20.6 In the event the performance of the Franchisee falls below the minimum operating standards set forth in this subclause, the Franchisee will be notified in writing setting forth such deficiency and at the option of the Franchisor, the Franchisee may be placed on probation for a period of not less than three (3) months nor more than six (6) months. If such deficiency is not corrected within the probationary period, the Franchisor may, at its option, terminate this Agreement. The minimum operating standard requires that the Franchisee shall, in every six (6) month period, beginning with a starting point established by the Franchisor, maintain a volume of closed business on which Royalty Fees have been paid sufficient to produce revenue (for purposes of determining Royalty Fees) over such period equal to not less than fifty percent (50%) of the average revenue (for purposes of determining Royalty Fees) generated by all the franchisees over such six (6) month period in the same local council or in such other geographic area as the Franchisor may reasonably establish from time to time.
- 20.7 At the option of the Franchisor:
- if the Franchisee becomes insolvent; or
 - if a receiver is appointed to take possession of the Franchisee's business or property or any part thereof; or
 - if the Franchisee shall make a general assignment for the benefit of creditors; or
 - if a judgment is obtained against the Franchisee which remains unsatisfied for a period of more than thirty (30) days after all rights of appeal have been exhausted.
- 20.8 At the option of the Franchisor, if the Franchisee's office shall have been moved without the prior written consent of the Franchisor or shall have become vacant, abandoned or deserted; or shall fail to remain open for business as required in this Agreement or by the P&P Manual.
- 20.9 At the option of the Franchisor, if the Franchisee, within ninety (90) days of the signing of this Agreement, has not opened a Conforming CENTURY 21 Franchised Office or has not completed converting an existing office to a Conforming CENTURY 21 Franchised Office.
- 20.10 At the option of the Franchisor, if the Franchisee fails at any time during this Agreement to meet the continuing Minimum Net Worth requirements.

20.11 At the option of the Franchisor, if any of the parties who have given personal guarantees of the Franchisee's performance under this Agreement cancel, renounce or alter such guarantee, or attempt to do any of the foregoing without the prior written consent of the Franchisor, unless the Franchisee procures a replacement personal guarantor satisfactory to the Franchisor in its sole discretion.

20.12 At the option of the Franchisor, if the Franchisee shall become bankrupt or insolvent or enter into any insolvency arrangement unless the Franchisee shall:

- (i) promptly undertake to reaffirm the obligations under this Franchise Agreement;
- (ii) promptly comply with all conditions as legally may be imposed by the Franchisor upon such an undertaking to reaffirm this Franchise Agreement; and
- (iii) promptly comply with such other conditions and provide such assurances as may be required in relevant provisions of the appropriate bankruptcy rules and regulations to the Franchisee;

provided, however, that the parties acknowledge that this Franchise Agreement constitutes a personal service contract and that the Franchisor has relied to a degree and in a manner material to this Agreement upon the personal promises of the Franchisee and/or its directors, officers, shareholders or partners, as the case may be, to participate personally on a full-time basis in the management and operation of the Franchise, and consequently, the parties agree that any attempt by any other party, including the trustee in bankruptcy or any third party, to assume or to accept an assignment of this Franchise Agreement shall be void.

20.13 In the event the Franchisor shall elect to terminate this Agreement pursuant to any provision of this Agreement, the Franchisor shall give the Franchisee ten (10) days notice, or such notice as may be required by the laws of the country in which the Franchisee's office is located, setting forth the reason or reasons for termination. The Franchisee may cure the default within the ten (10) day notice period and thereby avoid termination. Notwithstanding the aforesaid, the Franchisor shall have the right to terminate this Agreement upon ten (10) days notice to the Franchisee, if the right to terminate arises from any of the following reasons, in which case the Franchisee shall not have the opportunity to cure the default and this Agreement shall automatically be terminated:

- (i) the default arises under Clause 20.3 or 20.7; or
- (ii) the default complained of is a result of intentional action or gross misconduct by the Franchisee; or
- (iii) the default is a default for which the Franchisor has given the Franchisee a prior notice of default within the previous twelve months; or

(iv) the default is a default under Clause 12.3 (xi) or 20.6 hereof, for which the Franchisee has been put on probation within the previous twelve months; or

(v) the default is under Clause 12.3 (xii).

21. PROCEDURES AFTER TERMINATION

Upon termination, (including expiration, assignment, or transfer) of this Agreement for any reason, the Franchisee shall cease to be an authorized CENTURY 21 franchisee and shall do all of the following acts and things, each of which shall survive the termination of this Agreement and shall remain an ongoing obligation of the Franchisee:

Promptly pay the Franchisor all sums then owing from the Franchisee to the Franchisor, the CNAF and to the Franchisee's Broker Council, (if any).

Promptly pay CENTURY 21 all sums then owing from the Franchisee to CENTURY 21, if any.

Pay to the Franchisor the Royalty Fee, plus the two percent (2%)¹ CNAF contribution, based upon the gross revenue ultimately received from any transaction in process as of the date of termination and the Royalty Fee, plus the two percent (2%) CNAF contribution, based upon the gross revenue ultimately received from any referral sent to or received from any other CENTURY 21 office prior to the date of termination the said sum to be paid promptly upon receipt of such revenue by the Franchisee. Additionally, the Franchisee shall pay the Franchisor the Royalty Fee, plus the two percent (2%) CNAF contribution based upon the gross revenues ultimately received from the closing of any transaction occurring after termination hereof, but the listing for which was initially procured by the Franchisee during the time the Franchisee was operating the Franchise under this Agreement.

In the event that CENTURY 21 shall exercise its right under Clause 10.4 of this Agreement to require a fixed monthly CNAF contribution payment, the Franchisee shall pay to the Franchisor a pro-rata portion of its CNAF contribution obligation for the month in which the Franchisee is terminated, in addition to any Royalty Fees to be paid pursuant to this Clause.

Immediately and permanently discontinue the use of all CENTURY 21 Marks, including, but not limited to, the proprietary mark "CENTURY 21", all similar names and marks, and any name or mark containing the designation "CENTURY 21", "CENTURY", "21" or any other name, designation or mark, or similar colours or lettering indicating or tending to indicate that the Franchisee is or ever was an authorized CENTURY 21 franchisee. If the Franchisee is a corporation or partnership and "CENTURY 21" is a part of the Franchisee's corporate or partnership name, or if the Franchisee adopted an assumed or fictitious name (or its equivalent) containing "CENTURY 21" then the Franchisee agrees to immediately cause its governing documents, and/or assumed or fictitious name documents, and/or registration, to be amended to delete both the word

¹ Insert appropriate percentage and both parties initial insertion

"CENTURY" and the numerals "21" and to provide the Franchisor with documentation that such changes have been made. Furthermore, the Franchisee shall not promote or advertise the fact that the firm was formerly a franchisee or affiliate of the CENTURY 21 organization.

Promptly surrender to the Franchisor, or at the request of the Franchisor, destroy all stationery, letterheads, manuals, printed matter, books, cassettes, videotapes, licensed software and advertising containing CENTURY 21 Marks, including, but not limited to, the proprietary mark "CENTURY 21", or any similar names or marks or designation or mark indicating or tending to indicate that the Franchisee is or was an authorized CENTURY 21 franchisee and promptly return to the Franchisor or CENTURY 21 any equipment leased or lent to the Franchisee.

Immediately and permanently discontinue all advertising as a CENTURY 21 franchise, including, but not limited to the immediate removal of all signs from the Franchisee's office which contain the CENTURY 21 Marks or other identifying marks, and the immediate removal from any property then listed for sale or lease of all signs or sign posts using CENTURY 21 Marks or other identifying marks or colours, including, but not limited to, the yard sign post and cross arm, and any yard sign or other sign using colours and/or a configuration similar to any CENTURY 21 yard sign, all of which the Franchisee acknowledges constitute proprietary trade dress items of CENTURY 21 and which the Franchisee has not used at any time in the past in business prior to the Franchisee's affiliation with the CENTURY 21 organization. If the Franchisee fails to remove the office signs within ten (10) days after the effective date of the termination of this Agreement, the Franchisee hereby grants the Franchisor the right to enter upon the Franchisee's premises and remove all "CENTURY 21" signs and all other indicators of any affiliation by the Franchisee with the CENTURY 21 organization. The Franchisee shall be obligated to reimburse the Franchisor for the cost of removal, storage and disposition of signs and other materials. If the Franchisee fails to claim the signs and related materials removed by the Franchisor within five (5) days after their removal, the Franchisor shall have the right to sell or otherwise dispose of the signs and related materials, in its sole discretion, and the Franchisor may retain the proceeds, if any, from any sale or other disposal, to the extent necessary to offset the costs of removal, storage and disposition of these signs and related materials and to offset any other amounts or obligations that the Franchisee may then owe the Franchisor, CENTURY 21 or any of their subsidiaries or affiliates.

Immediately and forever cease and desist from using the CENTURY 21 System, including, but not limited to, operating manuals, training manuals, sales manuals and aids, listing films and books, advertising and promotional materials, and all trade secrets and confidential and proprietary material delivered to the Franchisee pursuant to this Agreement.

At the option of the Franchisor, return the P&P Manual and operating manuals and sell all or part of the training manuals, listing books, listing films, sales training cassettes, forms or brochures on hand which contain CENTURY 21 Marks or which are part of the CENTURY 21 System to the Franchisor at cost price.

Refrain from doing anything which would indicate that the Franchisee is or ever was an authorized CENTURY 21 Franchisee.

Maintain all books, records and reports required by the Franchisor pursuant to Clause 12 hereof for a period of not less than three (3) years after the termination of this Agreement and allow the Franchisor to make final inspection and audit of the Franchisee's books and records during normal business hours within this three (3) year period for the purpose of verifying that all Royalty Fees, CNAL contributions and other appropriate amounts have been paid as required herein.

21.11.1 At the request of the Franchisor, the Franchisee shall transfer at the cost of the Franchisee all telephone, facsimile or Internet numbers in use by it on the date of termination of the Franchise to the Franchisor (or such other party nominated by the Franchisor), and inform the Yellow Pages and any other directory of the same. Where no such request is made, the Franchisor shall promptly cancel and discontinue use of the telephone, facsimile and/or Internet number(s) which served the Franchisee's Approved Location at the time of termination and delete the Franchisee's CENTURY 21 listing in the Yellow Pages for the area of the Approved Location(s) and any other directory.

21.11.2 The Franchisee hereby constitutes and irrevocably appoints the Franchisor, pursuant to the terms of this Agreement with full power of substitution and revocation by the Franchisor, as the Franchisee's true and lawful attorney-in-fact, to the full extent permitted by law to cancel, terminate, assign, discontinue or take any and all lawful action with respect to all telephone, facsimile or internet numbers which serves the Franchisee's Approved Location, including, without limitation, the power to take such steps as in the opinion of the Franchisor may be necessary to delete the Franchisee's CENTURY 21 listing or advertising in the Yellow Pages and any other directories and to terminate any other listing which indicates that the Franchisee is or was affiliated with the CENTURY 21 organization. The Franchisee shall indemnify and hold harmless each such telephone company, directory publisher, internet provider and other person or entity against all costs, damages, attorneys' fees, expenses and liabilities which may be incurred or sustained in connection with or as a result of any action taken in reliance on the foregoing power of attorney.

21.12 Immediately and permanently cause all officers, employees, and other Affiliates (as defined in Clause 9.1 (II)) to discontinue the wearing of career apparel in the distinctive CENTURY 21 gold colour or any apparel indicating or tending to indicate that the Franchisee is or was an authorized CENTURY 21 franchisee, and promptly to surrender to the Franchisor or at the request of the Franchisor, destroy all such career apparel.

21.13 The Franchisee acknowledges that during the term of this Agreement and after its termination, (which shall include expiration, where there has been no subsequent renewal, assignment or transfer), the Franchisor and CENTURY 21 shall, as is hereinafter specified, have the right to access and use the following information (hereinafter referred to as "Client Information"):

- (i) all information provided by the Franchisee to the Franchisor pursuant to that section of the P&P Manual, Code of Conduct entitled "Reporting" which specifically includes all items therein included under the categories entitled "Reporting", "Real Estate Transaction Information", and "Listing Information", as well as any other reporting item or category which may hereinafter be adopted in the P&P Manual;
- (ii) all information provided by the Franchisee to the Franchisor contained in those forms or reports known as Commission Disbursement Authorizations, and in such other operational reports as the Franchisor may from time to time request from the Franchisee; and
- (iii) all information provided by the Franchisee to the Franchisor and/or CENTURY 21 regarding enrollment of the Franchisee's customers or clients in the CENTURY 21 Preferred Client Club (which, for purposes of this Clause, shall include such other client/customer contact programme(s) as may hereafter be adopted by the Franchisor and/or CENTURY 21).

The Client Information may be used by the Franchisor and CENTURY 21 during the term of this Agreement and any renewal term for business purposes which shall include, but shall not be limited to, public relations, advertising and statistical compilations, investigations and resolutions of customer or client complaints, and quality survey. In addition, the Franchisor and CENTURY 21 shall have the right, upon termination, to continue to use the Client Information, and to make the Client Information available to other CENTURY 21 franchisees for such purposes as the Franchisor and/or CENTURY 21, in their sole and absolute discretion, deem appropriate, in addition, and not in limitation to the above, upon termination, the Franchisee shall be deemed to have assigned all of its CENTURY 21 Preferred Client Club enrollments to the Franchisor, which is hereby authorized to deal with the enrollments in such manner as it deems appropriate. Upon termination, the names of the Franchisee and the Franchisee's sales associates will be deleted from Preferred Client Club mailings.

Notwithstanding the provisions of this Clause any Confidential Information that comes into the possession of the Franchisor in connection with this Agreement shall remain confidential and shall only be disclosed by the Franchisor to a third party pursuant to an order of the Courts of the Cayman Islands. For the purposes of this Clause "Confidential Information" includes any information relating to any clients of the Franchisee that comes into the possession of the Franchisor and that, as it shall determine at its sole discretion is not otherwise in the normal course of business authorized to disclose, including, for the avoidance of doubt, any information received by the Franchisor in carrying out a quality survey as referred to in Clause 12.3(xi) and any Client Information.

22. ADDITIONAL REMEDIES FOR BREACH

The Franchisee acknowledges that in the event the Franchisee breaches this Agreement and/or continues to utilize the CENTURY 21 System or CENTURY 21 Marks at such times when the Franchisee is not legally entitled to use them, damages may not be an adequate remedy at law. Therefore, the Franchisee expressly consents and agrees that the Franchisor may, in addition to any other available remedies, and notwithstanding the adequacy of damages, obtain an injunction and/or temporary restraining order to terminate or prevent the continuation of any existing default or violation, and to prevent the occurrence of any threatened default or violation, by the Franchisee of this Agreement.

23. ATTORNEYS' FEES

Should either party incur attorneys' fees in order to enforce the terms and conditions of this Agreement, including post-termination covenants, whether or not a legal action is instituted, the party not in default shall be entitled to reimbursement of such attorneys' fees and costs, in addition to any other remedies either party may have at law or in equity. Should any legal action be instituted, the prevailing party shall be entitled to recover all litigation costs including attorneys' fees.

24. INTEGRATION

- 24.1 Except as expressly provided in Clause 24.2, this Agreement contains all agreements, understandings, conditions, warranties and representations of any kind, oral or written, between the parties hereto, and constitutes the entire and final agreement between them with respect to the subject matter addressed herein. Accordingly, all prior and contemporaneous agreements, understandings, conditions, warranties and representations of any kind, oral or written, are hereby superseded and cancelled by this Agreement, except as to any monies due and unpaid between the parties to this Agreement at the time of the execution hereof. There are no implied agreements, understandings, conditions, warranties or representations of any kind. No officer, employee or agent of CENTURY 21 or the Franchisor has any authority to make any representation or promise not contained in this agreement.
- 24.2 Notwithstanding the provisions of Clause 24.1 hereof, this Agreement shall not supersede or cancel the following:
- information and representations submitted by the Franchisee to the Franchisor in the Franchisee's application for the grant of this Franchise, including, but not limited to, financial statements and references which accompanied the Franchisee's application; and
 - information and representations in the Franchise Disclosure Documents which the Franchisee has received in connection with the Franchise.

25. AMENDMENT

Any modification or change in this Agreement must be in writing, executed by an officer of the Franchisor and by the Franchisee. NO FIELD REPRESENTATIVE OF THE FRANCHISOR HAS THE RIGHT OR AUTHORITY TO MAKE ORAL OR WRITTEN MODIFICATIONS OF THIS AGREEMENT, AND ANY SUCH ATTEMPTED MODIFICATIONS SHALL NOT BE BINDING UPON EITHER PARTY HERETO.

26. WAIVER

No waiver of any breach of any condition, covenant or agreement herein shall constitute a continuing waiver or a waiver of any subsequent breach of the same or any other condition, covenant or agreement. Any waiver of any provision of this Agreement to be enforceable must be in writing and signed by the waiving party.

27. APPROVALS

Except as otherwise provided, the Franchisor may withhold any consent or approval provided for herein at its discretion. Furthermore, except as specifically noted otherwise, any consent or approval the Franchisee is required to obtain from the Franchisor shall be deemed withheld unless given in writing.

28. TRANSLATION

In the event this Agreement is translated into any language other than English and any ambiguity or inconsistency arises with regard to the terms of the English version of this Agreement (the "English Version") and a version of the Agreement translated into another language, the provisions of the English Version shall prevail.

29. STAMP DUTY

The Franchisee shall bear sole financial responsibility and shall pay when due any stamp duty which may be payable in connection with this Agreement.

30. CONSTRUCTION AND VENUE

This Agreement shall be construed in accordance with and governed exclusively by the laws of the Cayman Islands. Captions or clause headings included herein are for reference purposes only and shall not in any way modify or limit the statements contained in any Clause or provision of this Agreement. All words in this Agreement shall be deemed to include any number or gender as the context or sense of this Agreement requires. In the event of any conflict between this Agreement and the P&P Manual or any other documents, this Agreement shall prevail. The parties submit to the exclusive jurisdiction of the Courts of the Cayman Islands, save that such exclusive jurisdiction may be waived by the Franchisor to the extent the Franchisor may specify in writing.

31. SEVERABILITY

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

32. NOTICES

Any notice or other communication given or made under this Agreement shall be in writing, and without prejudice to the validity of any other method of service, may be delivered personally or by courier or sent by facsimile transmission or by pre-paid post addressed as follows:

(a) If to the Franchisor, to:

Emerald Isles of the Caribbean Ltd.
P. O. Box 30596 SMB, Galleria Plaza
Grand Cayman, Cayman Islands
Facsimile transmission number: (345) 949-2594
Email: tdevelop@candw.ky

[with a copy to: Same]

(b) If to the Franchisee, to:

SARL ANF STAGES
Vincent Ribeiro and Joelle ROGER

Le Lamentin, Le Lamentin Centre Commercial, Centre pour Billion, Emmanuel Roa de
Martinique, 97232 T.W.I. 97200 FORT DE FRANCE

Facsimile transmission number: () 0596758381

or such other address or facsimile transmission number as the relevant addressee may hereafter by notice hereunder substitute.

33. BINDING ON SUCCESSORS

This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns, except as may be otherwise restricted pursuant to other clauses contained herein. The Franchisor reserves the right to assign, pledge, hypothecate or transfer this Agreement, provided that such assignment, pledge, hypothecation or transfer shall not affect materially the rights and privileges granted to the Franchisee herein. In the event of the termination of the Franchisor's rights to franchise the CENTURY 21 system, this Agreement shall, at the option of CENTURY 21 be automatically and immediately assigned to CENTURY 21, upon written notice to the Franchisee by CENTURY 21 of its election to exercise this option.

VA

Je

34. EXCLUSIVE PROPERTY

The form and content of this Agreement and the P&P Manual are the exclusive property of [THE FRANCHISOR/CENTURY 21] and may not be reproduced in whole or in part by the Franchisee or others, without the prior written consent of [THE FRANCHISOR/CENTURY 21].

35. ADDITIONAL REPRESENTATIONS

The Franchisee makes the following additional warranties and representations:

35.1 The Franchisee is a partnership
(partnership, corporation or sole proprietorship) (insert as appropriate)

The [Significant] Shareholders, jointly and severally, guarantee the performance of the obligations of the Franchisee.

35.2 If the Franchisee is a corporation or partnership, there is set forth below the name and address of each general partner and each limited partner holding an interest of ten percent (10%) or more of the capital and/or profits of the partnership or of each shareholder in the Franchisee holding a ten percent (10%) or greater interest in the corporation:

Name	Address	Number of Share Held	Percentage Interest*
Vincent Ribeiro	Villa I Residence Pointe Jacob Cap Est.		51
Jocelle Roger	Villa I Residence Pointe Jacob Cap Est.		49

*As to a corporation, this figure shall indicate the percentage owned of any class of outstanding stock of the corporation. As to a partnership, this figure shall indicate the percentage owned in the capital and/or profits of the partnership.

35.3 The address where the Franchisee's records are to be maintained is:
Le Larcinty, Le Lamentin, Martinique, 97232, F.W.I. Centre Commercial Carrefour Dillon
FORT DE FRANCE - 97200... Immeuble Rocade

The full name and business address of the Franchisee's Responsible Broker is:
Vincent Ribeiro, Le Larcinty, Le Lamentin, Martinique, 97232, F.W.I.
Centre Commercial Carrefour Dillon, Immeuble Rocade - FORT DE FRANCE

Handwritten initials or mark.

The Franchisee shall not substitute a new Responsible Broker without the prior written consent of the Franchisor.

If the Franchisee is a partnership or corporation, the names and addresses of the partners, officers, directors, and shareholders who will be devoting their full time to the business of the Franchisee are:

Name	Title	Address

The Franchisee acknowledges receipt of the Franchise Disclosure Documents dated _____ from the Franchisor on _____ which describes the Franchise to be operated pursuant to the terms of this Agreement. The Franchisee acknowledges receipt of a complete copy of this Agreement at least five (5) Business days prior to its execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a deed on this _____ day of _____, 2008.

[Please note the execution clause will require amendment to allow execution as a deed in the Franchisee's home jurisdiction.]

EXECUTED as a DEED by)

by one of its Directors in the presence of)

Robe Gelle)
(Print name))

Rhodes Vincent)

Witness)

, Director

EXECUTED as a DEED by)

EMERALD ISLES OF THE CARIBBEAN LTD.)

by one of its Directors in the presence of)

(Print name))

Witness)

Norberg K. Thompson
Norberg K. Thompson, Director

C21 Cash Copy

**ADDENDUM TO
CENTURY 21 REAL ESTATE FRANCHISE AGREEMENT**

This addendum dated March 18, 2008, is hereby made part of the CENTURY 21 Real Estate Franchise of even date (hereinafter called the Franchise Agreement"), by and between Emerald Isles of the Caribbean (hereinafter called "Franchisor"), and Vincent Ribeiro and Joelle Roger d/b/a CENTURY 21 Avantages Immo (hereinafter called "Franchisee").

RECITALS

A. Except as it may be modified by this Addendum, the Franchise Agreement and all its terms and provisions are hereby ratified and affirmed.

TERMS OF ADDENDUM

In consideration of the provisions set forth in the Franchise Agreement, the foregoing promises, and other good and valuable consideration, the delivery, receipt, and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1) PAYMENT OF INITIAL FRANCHISE FEE

Notwithstanding clause 8, the Initial Franchise Fee of Thirty Thousand American Dollars (US\$30,000.00), shall be payable in two installments with Twenty Thousand (US \$20,000.00) being payable upon execution of the Franchise Agreement and Ten Thousand (US \$10,000.00) being payable within twelve months thereafter.

2) ROYALTY

Section 9.1. In lieu of Royalty Fees to be paid at a minimum of US\$1,000 per month or six percent (6%) of gross revenue earned whichever is highest in accordance with paragraph 9.1 (1) of the Franchise Agreement beginning on ~~April 1, 2008~~ *March 18, 2008*

3) Royalty (Para 9)

Paragraph 9 of the franchise agreement is deleted and replaced with the following paragraph 9.

9 FRANCHISE ROYALTY FEES

Handwritten initials

(i) The Franchisee agrees to pay in cash to the Franchisor at its principal offices, or at such other place as the Franchisor may designate, in addition to the Initial Franchise Fee, a Royalty Fee equal to six percent (6%) of the gross revenue earned, derived and/or received by the Franchisee during the term of this Agreement from:

all transactions involving the purchase, sale, lease, rental, hypothecation, license, exchange or other transfer or disposition of any interest in real estate, commercial real estate, condominiums, mobile homes, panelized housing, time share units or manufactured homes and including for the avoidance of doubt the sale and purchase of any type of business or other commercial enterprise;

all other transactions for which a real estate license or auctioneer's license is required (which, for the purposes of this Agreement, is deemed to include all fees and remuneration collected or earned by the Franchisee in performing title or escrow services, or organizing, promoting, selling, managing or otherwise servicing any kind of real estate syndicate, partnership (whether general or limited) or corporation, real estate investment trust or other real estate investment organization, or finding any investors for any of the above, with Royalty Fees being payable with respect not only to any cash payments, but also to all other forms of compensation and remuneration received, including, but not limited to, promissory notes, securities, partnership interests, interests in real estate and other forms of property);

all transactions in which CENTURY 21 Marks or the CENTURY 21 System are used, including that portion of a transaction in which personal property is bought or sold; and

the sale of any products or services developed or made available by the Franchisor, CENTURY 21 or any of their affiliates.

(ii) In connection with all of the transactions described above, unless otherwise waived in writing by the Franchisor, all gross revenue received in the operation of the Franchisee's business by Affiliate(s) of the Franchisee, shall, to the extent not otherwise included in the Franchisee's gross revenue, be included as part of the Franchisee's gross revenue for the purpose of calculating Royalty Fees payable under this Agreement. Unless waived in writing by the Franchisor as to any specific transaction, the Royalty Fee shall be paid on all transactions in which the Franchisee or any Affiliate of the Franchisee is involved as a principal, or in which the CENTURY 21 name is used in any manner. The Franchisee's regularly charged brokerage commission or fee shall be imputed with respect to transactions involving any Affiliate of the Franchisee acting as a principal for purposes of

✓
M

computing the service fee payable to the Franchisor in connection with such transactions.

The Royalty Fee is fully earned by and payable to the Franchisor immediately upon the Franchisee's receipt of revenue, whether in cash or other property. The Franchisee agrees to direct the escrow company, title company, attorney or other party handling the closing or settlement of any transaction in which a commission or any other fee is to be paid, to pay the Royalty Fee directly to the Franchisor; in all other transactions, the Royalty Fee shall be paid promptly on receipt of commission fees and/or other payments (notwithstanding the source or nature of payment) by the Franchisee or, if no such amount is received from any such transaction, on the closing of the transaction for which services are rendered by the Franchisee or any Affiliate of the Franchisee. Royalty Fees more than ten (10) days late shall bear interest from the due date until paid at the lower rate of either the highest rate allowed by law or a rate that is five (5) percentage points per annum higher than the prime rate then currently established by the Bank of New York.

Commencing with the first full calendar month beginning sixty (60) days after the Commencement Date of this Agreement or at the end of the first calendar month after the Commencement Date of this Agreement if the Franchisee executes this Agreement in connection with a renewal or an assignment of the franchise (which shall be referred to herein as the "Base Month"), there shall be a minimum Royalty Fee of One Thousand Dollars (\$1,000.00) per month. The minimum Royalty Fee will be adjusted annually, on May 1 of each year, based upon the greater of: (i) the increase in the Consumer Price Index: All Items/U.S. City Average All Urban Consumers ("Index" 1967 Base Year - 100) as published by the U.S. Department of Labor's Bureau of Labor Statistics, from the reported Index level as of January 1999 to the reported Index level as of January of each year thereafter (accordingly, this annual adjustment will reflect the increase in the Index as of the January 1 prior to May 1) and (ii) the yield to maturity on United States Treasury Bonds with maturity of 30 years as listed in The Wall Street Journal as of the last business day of October in the year preceding. In the case of an assignment or renewal of this Agreement, the obligation to pay Royalty Fees, including the monthly minimum Royalty Fees (prorated as of the date of the assignment or renewal), shall commence on the effective date of such assignment or renewal. The Franchisor will publish to all franchisees these annual adjustments, if any. Should the Index referred to in (i) above cease to be published or be published less frequently or in a different manner, the Franchisor reserves the right to adopt a substitute index or procedure that reasonably reflects and monitors changes in consumer price levels; provided, however, that in no event shall the minimum Royalty Fee be adjusted downward, notwithstanding any decrease in the Index. Notwithstanding the foregoing, the Franchisor reserves the right, in its sole discretion, in any year, to waive any scheduled increase in the Franchisee's minimum Royalty Fee. In case of a transfer or assignment of this Agreement, the obligation to pay Royalty Fees, including monthly minimum Royalty Fees, shall commence on the effective date of such transfer or assignment with the transferee or assignee's minimum royalty fee being the minimum Royalty Fee for which the Franchisee was responsible at the date of the transfer or assignment. For purposes of annual adjustments, the Franchisee's Base Month shall be the month in which the transfer or assignment was approved by the Franchisor.

For purposes of this Agreement, a Significant Shareholder of the Franchisee shall mean any party who owns twenty five percent (25%) or more of any class of stock of the Franchisee or who in fact controls the management of the Franchisee. For the purposes of this Clause the ownership of stock shall mean direct or beneficial ownership, including, without limitation, ownership by the spouse of a party or by any dependent of a party who resides in the same household as that party.

IN WITNESS WHEREOF, the parties hereto have cause this Addendum (and the Franchise Agreement to which it is made a part), to be executed on the 25 day of March 2008.

FRANCHISEE

By: Vincent RIBEIRO

By: Jelle ROGER

ACCEPTED ON THIS 25 DAY OF MARCH 2008.

EMERALD ISLES OF THE CARIBBEAN

BY: [Signature]

**ADDENDUM TO
CENTURY 21 REAL ESTATE FRANCHISE AGREEMENT
"Broker Transfer"**

This addendum dated 28 July 10, is hereby made part of the CENTURY 21 Real Estate Franchise Agreement dated 19 March 2008, by and between Emerald Isles of the Caribbean (hereinafter called "Franchisor"); and Vincent Ribeiro and Joelle Roger d/b/a CENTURY 21 Avantages Immo (hereinafter called "Franchisee").

RECITALS

- A. Except as it may be modified by this Addendum, the Franchise Agreement and all its terms and provisions are hereby ratified and affirmed.

TERMS OF ADDENDUM

In consideration of the provisions set forth in the Franchise Agreement, the foregoing promises, and other good and valuable consideration, the delivery, receipt, and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. The following Definition shall be deleted:
Vincent Ribeiro and Joelle Roger d/b/a CENTURY 21 Avantages Immo (hereinafter called "Franchisee").

To be replaced with:

Paul Ruffet d/b/a CENTURY 21 Avantages Immo (hereinafter called "Franchisee").

2. Paragraph 32(b) shall be deleted and replaced with the following:

(b) If to Franchisee, to

Paul RUFFET
c/o L'Habitation Dillon
2 Avenue des Aravaques
97200 Fort de France
Tel: 0596738380
Fax: 0596758381

3. The whole of section of paragraph 35 shall be deleted and replaced with the following:

35. ADDITIONAL REPRESENTATIONS

The Franchisee makes the following additional warranties and representations:

- 35.1 The Franchisee is a sole proprietorship
(partnership, corporation or sole proprietorship) (insert as appropriate)

The [Significant] Shareholders, jointly and severally, guarantee the performance of the obligations of the Franchisee.

- 35.2 If the Franchisee is a corporation or partnership, there is set forth below the name and address of each general partner and each limited partner holding an interest of ten percent (10%)

or more of the capital and/or profits of the partnership or of each shareholder in the Franchisee holding a ten percent (10%) or greater interest in the corporation:

Name	Address	Number of Shares Held	Percentage Interest*
------	---------	-----------------------	----------------------

*As to a corporation, this figure shall indicate the percentage owned of any class of outstanding stock of the corporation. As to a partnership, this figure shall indicate the percentage owned in the capital and/or profits of the partnership.

The address where the Franchisee's records are to be maintained is:

2 Avenue des Arawaks -- Dillon, 97200 Fort De France

The full name and business address of the Franchisee's Responsible Broker is:

Alain Muriel

c/o A L Immobilier, Centre Commercial Carrefour Esc B, 97200 Fort De France

The Franchisee shall not substitute a new Responsible Broker without the prior written consent of the Franchisor.

- 4) The undersigned agrees to assume responsibility for any and all unpaid balances owed by CENTURY 21 Avantages Immo to Emerald Isles of the Caribbean as of the 1st of July 2010. Franchisee agrees to assume and truly fulfill all liabilities and obligations related to, and incurred by CENTURY 21 Avantages Immo from the 1st of July 2010 going forward.

IN WITNESS WHEREOF, the parties hereto have cause this Addendum (and the Franchise Agreement to which it is made a part), to be executed on this 14 day of September 2010

EXECUTED as a DEED by

Paul Ruffet

by one of its Directors in the presence of:

Witness:

Director:

EXECUTED as a DEED by

CENTURY 21 OF THE
CARIBBEAN LTD. by one of its

Directors in the presence of:

L. Williams

Witness:

Norberg K. Thompson

Century 21 of the Caribbean Bermuda &
Bahamas

Statement

P.O. Box 30596 Galleria Plaza,
Grand Cayman, Cayman Islands

Date
5/10/2013

To:
Advantages IMMO Centre Commercial Carrefour Dillon Immeuble Rocade, Escalier B2 Port De France, Martinique 97200

1. BANK DRAFTS SHOULD BE MADE PAYABLE TO "Emerald Isles of the Caribbean"
2. CHECKS AND SALES REPORTS ARE DUE BY THE 10TH OF EACH MONTH, PENALTIES ARE APPLIED FOR LATE PAYMENTS.
3. BANK DRAFTS FOR ROYALTIES AND CNAF ARE TO BE WRITTEN SEPARATELY.

WIRE US FUNDS TO:
Citibank New York
111 Wall Street
New York, NY 10043
ABA #021000089 for credit to
Cayman National Bank Ltd. A/C #36148883
For further credit to: Emerald Isles of the
Caribbean a/c #021-02510.

Date	Transaction	Amount	Balance		
06/08/2012	INV #328, Due 06/18/2012, Orig. Amount USD 1,564.40, Legal Fees.	1,564.40	1,564.40		
06/26/2012	INV #334, Due 07/06/2012, Orig. Amount USD 182.93, Legal Fees.	182.93	1,747.33		
09/04/2012	INV #FC 35, Due 09/04/2012, Orig. Amount USD 43.73, Finance Charge.	43.73	1,791.06		
	Immo CNAF:				
11/30/2011	GENRNE #25, Opening Balance 11.30.2011	6,174.05	7,965.11		
12/31/2011	INV #125, Due 01/10/2012, Orig. Amount USD 300.00, CNAF - Dec 2011	300.00	8,265.11		
01/31/2012	INV #152, Due 02/10/2012, Orig. Amount USD 300.00, CNAF - Jan 2012	300.00	8,565.11		
02/29/2012	INV #198, Due 03/10/2012, Orig. Amount USD 300.00, CNAF - Feb 2012	300.00	8,865.11		
03/31/2012	INV #238, Due 04/10/2012, Orig. Amount USD 300.00, CNAF - Mar 2012	300.00	9,165.11		
04/16/2012	INV #FC 9, Due 04/16/2012, Orig. Amount USD 299.85, Finance Charge	299.85	9,464.96		
04/30/2012	INV #281, Due 05/10/2012, Orig. Amount USD 300.00, CNAF - Apr 2012	300.00	9,764.96		
05/31/2012	INV #317, Due 06/10/2012, Orig. Amount USD 300.00, CNAF - May 2012	300.00	10,064.96		
06/26/2012	INV #FC 39, Due 06/26/2012, Orig. Amount USD 178.34, Finance Charge	178.34	10,243.30		
06/30/2012	INV #361, Due 07/10/2012, Orig. Amount USD 300.00, CNAF - Jun 2012	300.00	10,543.30		
07/31/2012	INV #401, Due 08/10/2012, Orig. Amount USD 300.00, CNAF - Jul 2012	300.00	10,843.30		
08/31/2012	INV #439, Due 09/10/2012, Orig. Amount USD 300.00, CNAF - Aug 2012	300.00	11,143.30		
09/04/2012	INV #FC 66, Due 09/04/2012, Orig. Amount USD 191.48, Finance Charge	191.48	11,334.78		
09/30/2012	INV #473, Due 10/10/2012, Orig. Amount USD 300.00, CNAF - Sep 2012	300.00	11,634.78		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,300.00	1,300.00	0.00	2,600.00	37,802.72	USD 43,002.72

Century 21 of the Caribbean Bermuda & Bahamas

Statement

P.O. Box 30596, Galleria Plaza,
Grand Cayman, Cayman Islands

Date
5/10/2013

To:
Advantages IMMO Centre Commercial Carrefour Dillon Immeuble Récade, Escalier B2 Fort De France, Martinique 97200.

1. BANK DRAFTS SHOULD BE MADE PAYABLE TO "Emerald Isles of the Caribbean"
2. CHECKS AND SALES REPORTS ARE DUE BY THE 10TH OF EACH MONTH, PENALTIES ARE APPLIED FOR LATE PAYMENTS.
3. BANK DRAFTS FOR ROYALTIES AND CNAF ARE TO BE WRITTEN SEPARATELY.

WIRE US FUNDS TO:
Citibank New York
111 Wall Street
New York, NY 10043
ABA #021000089 for credit to
Cayman National Bank Ltd. A/C #36148803
For further credit to: Emerald Isles of the
Caribbean a/c #021-02510

Date	Transaction	Amount	Balance		
10/31/2012	INV #521, Due 11/10/2012, Orig. Amount USD 300.00, CNAF - Oct 2012	300.00	11,934.78		
11/05/2012	INV #FC 83, Due 11/05/2012, Orig. Amount USD 182.89, Finance Charge	182.89	12,117.67		
11/30/2012	INV #551, Due 12/10/2012, Orig. Amount USD 300.00, CNAF - Nov 2012	300.00	12,417.67		
12/31/2012	INV #595, Due 01/10/2013, Orig. Amount USD 300.00, CNAF - Dec 2012	300.00	12,717.67		
01/31/2013	INV #632, Due 02/10/2013, Orig. Amount USD 300.00, CNAF - Jan 2013	300.00	13,017.67		
02/28/2013	INV #667, Due 03/10/2013, Orig. Amount USD 300.00, CNAF - Feb 2013	300.00	13,317.67		
03/31/2013	INV #700, Due 04/10/2013, Orig. Amount USD 300.00, CNAF - March 2013	300.00	13,617.67		
04/30/2013	INV #735, Due 05/10/2013, Orig. Amount USD 300.00, CNAF - April 2013	300.00	13,917.67		
11/30/2011	Immo Royalties- GENJRNL #24, Opening Balance 11/30/2011	10,182.17	24,099.84		
12/31/2011	INV #124, Due 01/10/2012, Orig. Amount USD 1,000.00, Royalties - Dec 2011	1,000.00	25,099.84		
01/31/2012	INV #161, Due 02/10/2012, Orig. Amount USD 1,000.00, Royalties - Jan 2012	1,000.00	26,099.84		
02/29/2012	INV #197, Due 03/10/2012, Orig. Amount USD 1,000.00, Royalties - Feb 2012	1,000.00	27,099.84		
03/31/2012	INV #237, Due 04/10/2012, Orig. Amount USD 1,000.00, Royalties - Mar 2012	1,000.00	28,099.84		
04/16/2012	INV #EC 10, Due 04/16/2012, Orig. Amount USD 754.56, Finance Charge	754.56	28,854.40		
04/30/2012	INV #280, Due 05/10/2012, Orig. Amount USD 1,000.00, Royalties - Apr 2012	1,000.00	29,854.40		
05/31/2012	INV #316, Due 06/10/2012, Orig. Amount USD 1,000.00, Royalties - May 2012	1,000.00	30,854.40		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,300.00	1,300.00	0.00	2,600.00	37,802.72	USD 43,002.72

Century 21 of the Caribbean Bermuda & Bahamas

Statement

P.O. Box 30596 Galléria Plaza,
Grand Cayman, Cayman Islands.

Date
5/10/2013

To:
Advantages IMMO Centre Commercial Carrefour Dillon Immeuble Roudé, Escalier B2 Fort De France, Martinique 97200

1. BANK DRAFTS SHOULD BE MADE PAYABLE TO "Emerald Isles of the Caribbean"
2. CHECKS AND SALES REPORTS ARE DUE BY THE 10TH OF EACH MONTH, PENALTIES ARE APPLIED FOR LATE PAYMENTS.
3. BANK DRAFTS FOR ROYALTIES AND CNAF ARE TO BE WRITTEN SEPARATELY

WIRE US FUNDS TO:
Citibank New York
111 Wall Street
New York, NY 10043
ABA #021000089 for credit to
Cayman National Bank Ltd. A/C #36148883
For further credit to: Emerald Isles of the Caribbean a/c #021-02510

Date	Transaction	Amount	Balance		
06/26/2012	INV #FC 40. Due 06/26/2012. Orig. Amount USD 351.75. Finance Charge	351.75	31,206.15		
06/30/2012	INV #360. Due 07/10/2012. Orig. Amount USD 1,000.00. Royalties - Jun 2012	1,000.00	32,206.15		
07/31/2012	INV #400. Due 08/10/2012. Orig. Amount USD 1,000.00. Royalties - Jul 2012	1,000.00	33,206.15		
08/31/2012	INV #438. Due 09/10/2012. Orig. Amount USD 1,000.00. Royalties - Aug 2012	1,000.00	34,206.15		
09/04/2012	INV #FC 67. Due 09/04/2012. Orig. Amount USD 399.02. Finance Charge	399.02	34,605.17		
09/30/2012	INV #472. Due 10/10/2012. Orig. Amount USD 1,000.00. Royalties - Sep 2012	1,000.00	35,605.17		
10/31/2012	INV #520. Due 11/10/2012. Orig. Amount USD 1,000.00. Royalties - Oct 2012	1,000.00	36,605.17		
11/05/2012	INV #FC 84. Due 11/05/2012. Orig. Amount USD 397.55. Finance Charge	397.55	37,002.72		
11/30/2012	INV #552. Due 12/10/2012. Orig. Amount USD 1,000.00. Royalties - Nov 2012	1,000.00	38,002.72		
12/31/2012	INV #596. Due 01/10/2013. Orig. Amount USD 1,000.00. Royalties - Dec 2012	1,000.00	39,002.72		
01/31/2013	INV #633. Due 02/10/2013. Orig. Amount USD 1,000.00. Royalties - Jan 2013	1,000.00	40,002.72		
02/28/2013	INV #668. Due 03/10/2013. Orig. Amount USD 1,000.00. Royalties - Feb 2013	1,000.00	41,002.72		
03/31/2013	INV #701. Due 04/10/2013. Orig. Amount USD 1,000.00. Royalties - March 2013	1,000.00	42,002.72		
04/30/2013	INV #734. Due 05/10/2013. Orig. Amount USD 1,000.00. Royalties - April 2013	1,000.00	43,002.72		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,300.00	1,300.00	0.00	2,600.00	37,802.72	USD 43,002.72



**Sonia Bush
& Associates**
ATTORNEYS-AT-LAW &
NOTARY PUBLIC

30th March 2012

Mr. Paul Ruffet
Century 21 Advantages Immo,
Centre Commercial Carrefour Dillion,
Immeuble Rocade,
Martinique 97200 Fort de France

BY REGISTERED MAIL

Dear Sir/Madam,

Re: Franchise Agreement with Century 21 of the Caribbean dated 18th March 2008

We act for and on behalf Century 21 of the Caribbean ("our Client").

We refer to a contract between yourselves and our client dated 18th March 2008 ("the Agreement").

In accordance with the said Agreement, you agreed to pay our Client Franchise Fees Royalty Fees.


Our Client's records show your balance outstanding as 26th March 2012 is USD \$25,256.22. We attach a statement of account for your reference.

Our Client has attempted to solicit full payment of the debt and to encourage you to honour the Agreement but has been unsuccessful.

Please take note that your actions constitute a breach of the Agreement and on behalf of our Client, we hereby demand full payment of the sum of USD \$25,256.22 which does not include interest and costs within fourteen (14) days of the date of this letter.

We therefore ask that you contact our law offices via email address sbush@sonibush.com, by letter or telephone at 769-5002 or 769-5000 with a view to arranging full payment of the debt or a satisfactory payment plan. If no response is received from you within fourteen (14) days from the date of this letter, we will issue proceedings against you seeking legal costs, interests and damages without further notice.

Yours sincerely,


Sonia Bush, MBA, MSS, TEP, LLB (Hons)
ATTORNEY AT LAW
NOTARY PUBLIC

Grand Pavilion Center, West Bay Road, P.O. Box 11139 APO, Grand Cayman, KY1-1008, Cayman Islands.
Phone: 1-345-769-5000 or 1-245-769-5002

Fax: 1-245-769-5001

Return Address

Ca. No. *11291 APO*
P.O. Box *11291 APO*
Island *Cayman*
Postcode *PSI-1088*
CAYMAN ISLANDS



**Registered Mail
International**

CUSTOMER RECEIPT

PLEASE PRESENT THE WHOLE SET TO THE POST OFFICE

PRESS FIRMLY YOU ARE MAKING 2 COPIES

TO:
Name *Mr. Paul Buffet*
Address *Centong 21 Avenue, 2e Etage,
Centre Commercial Carrefour
Dillon, Immeuble Beaudou*
Postcode
Country *Madagascar Place Fort de France*

RI 0101 3049 5 KY



Islands *CAY*

actions are to collect all amounts due; any commercial arrangements you make with my client are between you and my client.

From: Horst E. Finkbeiner [mailto:hef@century21caribbean.com]
Sent: Friday, April 13, 2012 11:36 AM
To: Kel Thompson
Subject: FW: Mr. Paul Ruffet - Demand Letter

"If you're going to be thinking anyway, you might as well think big!"
 Donald Trump.



Horst E. Finkbeiner, CHA,

Regional Director

Tel: 345-949-8811

Skype: Horfin1

E-Mail: hef@century21caribbean.com

www.Century21caribbean.com

--- On Tue, 4/3/12, Julia Wewior <admin@century21cayman.com> wrote;

From: Julia Wewior <admin@century21cayman.com>
Subject: FW: Mr. Paul Ruffet - Demand Letter
To: "Kel Thompson" <keli@century21cayman.com>, "Horst Finkbeiner" <hef@century21caribbean.com>
Date: Tuesday, April 3, 2012, 4:06 PM

master,

We acknowledge receipt of your email of 02 April 2012 and thank you.

As you may know, we suffered a manager who has poorly managed the company for two years: 50% decrease in sales, etc., and creates a lot of smoke.

Today, I managed to appoint a new manager and overseeing the operations of the company, because I own 100% but

not always present in this society.

We wish to caution you that since September 2011 we are no longer associated with Century 21 France for a problem beyond our control between the Cayman Islands and France, which causes us a great commercial harm.

- More on the website referenced Century 21 France

- More training

- More legal, commercial and technical, etc.

And we can not get closer to the French-speaking countries Belgium, Canada, etc. because the laws and methods of operation are completely different.

We offer payment until September 2011 in two installments, and waiting for a proposal in the amount of royalties from September, given the enormous damage that we suffer no longer be linked to France.

The percentage of 4% instead of 8% was considered that the former owners had to buy the company.

On this new basis we could settle our bill in three payments.

Hoping sincerely to reach an agreement.

Sincerely, Master, Sincerely.

The Sole Shareholder
Paul Ruffet.

PS: Could you give us the details of the amounts claimed 25 256 22 dollars.

Unlabeled

New! Click the words above to view alternate translations. Dismiss

Dictionary

Google Translate for Business: [Translator Toolkit](#) / [Website Translator](#) / [Global Market Finder](#)

Turn off instant translation About Google Translate Mobile Privacy Help Send feedback

[Use] Click to edit and see alternate translations

Drag with shift key to reorder.

From: Paul Ruffet [mailto:paulruffet@hotmail.fr]
Sent: Tuesday, April 03, 2012, 2:03 PM

admin@century21cayman.com
Subject: RE: Mr. Paul Ruffet - Demand Letter

Maitre,

Nous accusons réception de votre email du 02 avril 2012 et vous en remercions.

Comme vous le savez peut être, nous avons été victime d'une gérante qui a très mal géré l'entreprise depuis deux ans : 50% de baisse du chiffre d'affaires, etc. et a crée beaucoup de passif.

Aujourd'hui, j'ai réussi à nommer un nouveau gérant et à surveiller le bon fonctionnement de l'entreprise, car je suis propriétaire à 100% mais je ne suis pas toujours présent dans cette société.

Nous souhaitons attirer votre attention que, depuis septembre 2011 nous ne sommes plus rattachés à Century 21 France pour un problème indépendant de notre volonté entre les Iles Cayman et la France, ce qui nous cause un grand préjudice commercial.

- Plus référencé sur le site Century 21 France
- Plus de formation
- Plus de conseils juridiques, commerciaux et techniques, etc.

Et nous ne pouvons pas nous rapprocher des pays francophones Belgique, Canada, etc. car les lois et méthodes de fonctionnements sont complètement différentes.

Nous vous proposons le paiement jusque septembre 2011 en deux fois, et attendons une proposition du montant des royalties à partir de septembre, vu le préjudice énorme que

nous subissons de ne plus être reliés à la France.

Le pourcentage de 4% au lieu de 8% avait été envisagé aux anciens propriétaires que devait racheter la société.

Sur cette nouvelle base nous pourrions solder notre facture en trois paiements.

En espérant sincèrement trouver un accord,

Veuillez agréer, Maître, mes sincères salutations.

Associé Unique

Paul RUFFET

PS : Pourriez-vous nous donner les détails des sommes demandées de 25 256,22 dollars

From: admin@century21cayman.com
To: paulruffet@hotmail.fr

Subject: FW: Mr. Paul Ruffet - Demand Letter
Date: Mon, 2 Apr 2012 08:08:06 -0500

Dear Mr. Ruffet,

The demand letter was sent by registered mail on Friday 30 March 2012. Please see attached a copy of the letter together with the registered mail receipt.

We kindly request the payment of the outstanding monies without any further delay.

Kind regards,

Julia Wewior

 Julia Wewior

Executive Secretary

23 Offices serving 14 countries

In the Caribbean, Bermuda and the Bahamas

Galleria Plaza, West Bay Road

P.O. Box 30596

Grand Cayman KY1-1203

Cayman Islands

Tel: (345) 949 8811

Email: admin@century21cayman.com

Website: www.century21caribbean.com

**Century 21 of the Caribbean Bermuda & Bahamas
Customer Balance Detail
All Transactions**

Type	Date	Num	Memo	Amount	Balance
Martinique #947					
Immo CNAF					
General Journal	11/30/2011	25	Opening Balance 11.30.2011	6,174.05	6,174.05
Invoice	12/31/2011	125	CNAF - Dec 2011	300.00	6,474.05
Invoice	1/31/2012	162	CNAF - Jan 2012	300.00	7,074.05
Invoice	2/29/2012	198	CNAF - Feb 2012	300.00	7,774.05
Invoice	3/31/2012	238	CNAF - Mar 2012	300.00	8,374.05
Invoice	4/16/2012	FC 9	Finance Charge	299.85	8,673.90
Invoice	4/30/2012	281	CNAF - Apr 2012	300.00	8,973.90
Invoice	5/31/2012	317	CNAF - May 2012	300.00	9,273.90
Invoice	6/26/2012	FC 39	Finance Charge	178.34	9,452.24
Invoice	6/30/2012	361	CNAF - Jun 2012	300.00	9,752.24
Invoice	7/31/2012	401	CNAF - Jul 2012	300.00	10,052.24
Invoice	8/31/2012	438	CNAF - Aug 2012	300.00	10,352.24
Invoice	9/4/2012	FC 86	Finance Charge	191.48	10,543.72
Invoice	9/30/2012	473	CNAF - Sep 2012	300.00	10,843.72
Invoice	10/31/2012	521	CNAF - Oct 2012	300.00	11,143.72
Invoice	11/5/2012	FC 83	Finance Charge	182.89	11,326.61
Invoice	11/30/2012	551	CNAF - Nov 2012	300.00	11,626.61
Invoice	12/31/2012	595	CNAF - Dec 2012	300.00	11,926.61
Invoice	1/31/2013	632	CNAF - Jan 2013	300.00	12,226.61
Invoice	2/28/2013	667	CNAF - Feb 2013	300.00	12,526.61
Invoice	3/31/2013	700	CNAF - March 2013	300.00	12,826.61
Invoice	4/30/2013	733	CNAF - April 2013	300.00	13,126.61
Invoice	5/31/2013	766	CNAF - May 2013	300.00	13,426.61
Invoice	6/30/2013	802	CNAF - June 2013	300.00	13,726.61
Invoice	7/31/2013	840	CNAF - July 2013	300.00	14,026.61
Invoice	8/31/2013	872	CNAF - Aug 2013	300.00	14,326.61
Invoice	9/30/2013	908	CNAF - Sept 2013	300.00	14,626.61
Invoice	10/31/2013	4447	CNAF - Oct 2013	300.00	14,926.61
Total Immo CNAF				13,926.61	13,926.61
Immo Royalties					
General Journal	11/30/2011	24	Opening Balance 11.30.2011	15,182.17	15,182.17
Invoice	12/31/2011	124	Royalties - Dec 2011	1,000.00	16,182.17
Invoice	1/31/2012	161	Royalties - Jan 2012	1,000.00	17,182.17
Invoice	2/29/2012	197	Royalties - Feb 2012	1,000.00	18,182.17
Invoice	3/31/2012	237	Royalties - Mar 2012	1,000.00	19,182.17
Invoice	4/16/2012	FC 10	Finance Charge	754.56	19,936.73
Invoice	4/30/2012	280	Royalties - Apr 2012	1,000.00	20,936.73
Payment	5/14/2012		Old overdue Royalties	-5,000.00	15,936.73
Invoice	5/31/2012	316	Royalties - May 2012	1,000.00	16,936.73
Invoice	6/26/2012	FC 40	Finance Charge	351.75	17,288.48
Invoice	6/30/2012	360	Royalties - Jun 2012	1,000.00	18,288.48
Invoice	7/31/2012	400	Royalties - Jul 2012	1,000.00	19,288.48
Invoice	8/31/2012	438	Royalties - Aug 2012	1,000.00	20,288.48
Invoice	9/4/2012	FC 67	Finance Charge	359.02	20,647.50
Invoice	9/30/2012	472	Royalties - Sep 2012	1,000.00	21,647.50
Invoice	10/31/2012	520	Royalties - Oct 2012	1,000.00	22,647.50
Invoice	11/5/2012	FC 84	Finance Charge	387.55	23,035.05
Invoice	11/30/2012	552	Royalties - Nov 2012	1,000.00	24,035.05
Invoice	12/31/2012	596	Royalties - Dec 2012	1,000.00	25,035.05
Invoice	1/31/2013	633	Royalties - Jan 2013	1,000.00	26,035.05
Invoice	2/28/2013	668	Royalties - Feb 2013	1,000.00	27,035.05
Invoice	3/31/2013	701	Royalties - March 2013	1,000.00	28,035.05
Invoice	4/30/2013	734	Royalties - April 2013	1,000.00	29,035.05
Invoice	5/31/2013	767	Royalties - May 2013	1,000.00	30,035.05
Invoice	6/30/2013	803	Royalties - June 2013	1,000.00	31,035.05
Invoice	7/31/2013	841	Royalties - July 2013	1,000.00	32,035.05
Invoice	8/31/2013	873	Royalties - Aug 2013	1,000.00	33,035.05
Invoice	9/30/2013	907	Royalties - Sept 2013	1,000.00	34,035.05
Invoice	10/31/2013	4448	Royalties - Oct 2013	1,000.00	35,035.05
Total Immo Royalties				35,035.05	35,035.05

2:26 PM

11/28/13

Century 21 of the Caribbean Bermuda & Bahamas
Customer Balance Detail
All Transactions

Type	Date	Num	Memo	Amount	Balance
Martinique #947 - Other					
Invoice	6/8/2012	328	Legal Fees	1,564.40	1,564.40
Invoice	6/26/2012	334	Legal Fees	182.93	1,747.33
Invoice	9/4/2012	FC 65	Finance Charge	43.73	1,791.06
Total Martinique #947 - Other				1,791.06	1,791.06
Total Martinique #947				50,802.72	50,802.72
TOTAL				50,802.72	50,802.72