



RelocationASAP Agreement

This Lead Referral Agreement (“Agreement”) is made by and between RelocationASAP LLC (“Company”), a Texas limited liability company, and you (“Broker”), (each a “Party”, collectively the “Parties”). “Broker” includes you, all licensed real estate agents, employees, officers, directors, relocation agents, and managers operating with or under Broker.

Whereas, Company is in the business of assisting individuals that are relocating from one home to another, and has established the RelocationASAP Referral Network; and,

Whereas, Broker is in business as a real estate broker, assisting individuals with the purchase or sale of a home.

It is mutually agreed as follows:

LEADS: Company shall generate leads for prospective homebuyers or sellers (“Leads”) in the geographic area served by Broker. The geographic area served by Broker shall be determined in accordance with the procedures established by the RelocationASAP Referral Network. Leads shall be submitted to Broker via a password protected website, as part of the RelocationASAP Referral Network. Broker shall have the right of first refusal for each such Lead generated by Company. Broker shall use its best efforts to contact each Lead in a prompt manner. Leads shall at all times remain the sole and exclusive property of Company, and Broker shall not refer any Lead to any real estate agent, mortgage lender or broker, or any other person, company or entity for any reason whatsoever. As an authorized real estate firm with RelocationASAP, you agree to refer a certain amount of your clients that may need real estate or mortgage assistance to RelocationASAP. The number of clients you refer will be equal to 30% of the number of referrals you received from RelocationASAP during any full calendar quarter; the referrals you make to RelocationASAP will be calculated during the next following calendar quarter.

PAYMENT: Broker shall pay Company as set forth in the RelocationASAP Fee and Rebate Schedule, as determined from time to time, for each Lead that becomes a purchaser or seller of a home, or real estate of any kind or type, within three (3) years from the date the Lead was received by Broker.

Payment shall be made within five (5) days from the closing and funding of a real estate purchase or sale transaction resulting from any Lead.

REPORTING/POLICIES: Reporting of all Leads transmitted to Broker, and all Broker activity regarding any Lead, shall be compiled on the password protected web site to be utilized by Broker as part of the RelocationASAP Referral Network. Broker shall fully comply with all policies, practices and procedures established by Company from time to time ("Policy" or "Policies"); said Policies shall be published and available to Broker via the RelocationASAP web site. Where there is a conflict between the terms of this Agreement and any Policy, the terms of the Policy shall control.

TERM, NOTICE: This Agreement shall be perpetual; provided, that either Party may terminate this Agreement, without cause, upon thirty (30) days written notice. Company may terminate this Agreement immediately upon breach by Broker of any representation, warranty, covenant or undertaking set out herein. Any notice sent pursuant to this Agreement shall be sent to each Party at the address, and to the person, on the signature page hereof, or at such other address as a Party may designate in writing.

REPRESENTATIONS BY BROKER: Broker represents and warrants that:

Broker is duly authorized to conduct business under the laws of each state, territory, county or municipality where it conducts business. Broker shall comply at all times with all laws, rules and regulations applicable to the conduct of its business.

Broker has all licenses necessary to conduct business as a real estate broker in each jurisdiction where it conducts such business. Broker shall conduct itself with the highest standards of professionalism and ethical behavior.

Broker shall hold Company harmless, and indemnify Company for any damage or loss that Company may incur, including reasonable attorney fees and expenses, as a result of any action of, or allegation against, Broker.

NATURE OF RELATIONSHIP: Nothing herein shall establish any partnership, agency, employer-employee relationship or joint venture between the Parties. Each Party operates independently of the other. Neither Party shall have the right to control the business or manner of operation, in any way, of the other. Neither Party may bind the other Party in any manner.

ENTIRE AGREEMENT, BINDING EFFECT: This Agreement is the entire agreement between the Parties, and may only be altered, modified or amended by a writing signed by both Parties. This Agreement is binding on the Parties and their successors, and is not assignable by either party.

GOVERNING LAW, JURISDICTION, VENUE: This Agreement shall be construed under the laws of the state of Texas, without regard to principles of conflicts of law. Jurisdiction and venue shall be proper in the state or federal courts sitting in Harris County, Texas.

I _____ (Broker) agree to comply with the terms and conditions listed above; I have read and fully understand my commitment to RelocationASAP.

Signature: _____ Title: _____
(Real Estate Firm)

Date: ____/____/2005

Signature: _____ Title: National Manager
T. Graeme Wright – VP

Date: ____/____/2005

- What is the number of incoming referrals your firm received the last two years:
Residential _____% Corporate/Third Party _____% Relocation _____%
- Is your firm a member of any relocation or referral network? ___ Y or ___ N.
If yes, name of network: _____
- Number of sales associates: _____ How many are qualified to handle referrals: _____
- Who assigns referrals: _____
- Explain the type of training you offer your agents that handle the referral business in your firm: _____

- What is your purpose for joining RelocationASAP? _____

Additional Offices

Office No. 2

Address: _____ Suite No. _____
 City: _____ State: _____ Zip Code: _____
 Toll Free: (_____) _____ - _____ Primary Phone: (_____) _____ - _____
 Secondary Phone: (_____) _____ - _____
 Primary Fax: (_____) _____ - _____ Secondary Fax: (_____) _____ - _____
 Web Address: _____
 Office Contact Email: _____

Office No. 3

Address: _____ Suite No. _____
 City: _____ State: _____ Zip Code: _____
 Toll Free: (_____) _____ - _____ Primary Phone: (_____) _____ - _____
 Secondary Phone: (_____) _____ - _____
 Primary Fax: (_____) _____ - _____ Secondary Fax: (_____) _____ - _____
 Web Address: _____
 Office Contact Email: _____

Office No.4

Address: _____ Suite No. _____
City: _____ State: _____ Zip Code: _____
Toll Free: (_____) _____ - _____ Primary Phone: (_____) _____ - _____
Secondary Phone: (_____) _____ - _____
Primary Fax: (_____) _____ - _____ Secondary Fax: (_____) _____ - _____
Web Address: _____
Office Contact Email: _____

Office No. 5

Address: _____ Suite No. _____
City: _____ State: _____ Zip Code: _____
Toll Free: (_____) _____ - _____ Primary Phone: (_____) _____ - _____
Secondary Phone: (_____) _____ - _____
Primary Fax: (_____) _____ - _____ Secondary Fax: (_____) _____ - _____
Web Address: _____
Office Contact Email: _____

4. Relocation Department

Relocation Director: _____
Address: _____ Suite No. _____
City: _____ State: _____ Zip Code: _____
Toll Free: (_____) _____ - _____ Office Phone: (_____) _____ - _____ Ext: _____
Mobile Phone: (_____) _____ - _____ Fax: (_____) _____ - _____
Email: _____

5. Who referred you to RelocationASAP™

Name: _____ Phone No. (_____) _____ - _____

Prepared by: _____ Title: _____

Prepares Signature: _____ Date: ____/____/ 2005

Owner/Broker Signature: _____ Date: ____/____/ 2005