

## **2nd Tier LICENSE and FINDER FEE AGREEMENT**

This **LICENSE and FINDER FEE AGREEMENT** (this “Agreement”), dated as of \_\_\_\_\_ is entered into by and between CALCHOICE INVESTMENTS, INC, A CALIFORNIA CORPORATION (hereinafter referred to as the “Licensor”), whose primary business address is 15322 Central Avenue, Chino, CA 91710, and \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as the “Licensee”). Each of the Licensee and the Licensor is sometimes referred to herein as a “Party” and collectively, the “Parties.”

### **WITNESSETH:**

**WHEREAS**, the Licensee is engaged in the business of providing qualified referrals and buyers of land products; and

**WHEREAS**, the Licensor is engaged in the business of selling land products and/or services; and

**WHEREAS**, the Licensor desires to engage the Licensee on a non-exclusive basis to access Licensee’s customer base and/or online platform to market Licensor’s products and/or services to the customers of Licensee, all in accordance with the terms and conditions as set forth herein including specifically agreeing to comply with Licensor's Ethics and Compliance Statement (Addendum A); and the laws and regulations enforced by the California Department of Real Estate and other state and federal governing bodies.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the Parties hereto agree as follows:

#### **1. INTERPRETATION**

The Parties acknowledge and agree that the Recitals set forth above are incorporated herein by reference and shall have the same force and effect as if set forth herein at length.

#### **2. ENGAGEMENT OF LICENSOR**

Subject to the terms and conditions of this Agreement, the Licensor hereby engages the Licensee to Introduce, Educate, Qualify, Invite, and Submit prospect information to a licensed and/or authorized CalChoice representative to facilitate sale of Licensor product and services. Licensee shall operate as an Independent Marketing Organization. In this capacity, Licensee agrees to perform all Services for Licensor in a professional and timely manner.

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The Licensee shall have a non-exclusive, non-assignable and non-transferable right to promote and market Licensor Product Concept to prospective customers and shall not be limited in any manner as to what other products are contained in its offers, whether deemed to be competing with those of the Licensor or otherwise.

### **3. COMPENSATION**

Compensation is NOT BASED ON A COMMISSION. Any compensation paid is solely based on efforts of "FINDING POTENTIAL" buyers for any property that CalChoice Investments Inc. has for sale, and subsequently has its licensed and/or authorized representatives facilitate the sales process (Addendum B).

### **4. OBLIGATIONS OF THE LICENSOR**

**4.1 Marketing and Sales Activities.** The Licensor shall retain all obligations to fulfill any product orders and customer support stemming from the Introduction of Land Banking Concept and Services through Licensee's efforts in accordance with the terms and conditions as set forth by Licensor. Furthermore, Licensor shall retain control of all marketing efforts regarding Licensor's real property and its intellectual capital including any materials displaying or communicating Licensor's name and trademark(s). Licensor shall provide marketing materials and support to Licensee at its sole discretion (Addendum C). Licensee must obtain permission from Licensor's Marketing Department to use Licensor's name or brand in any manner. Licensor shall not unreasonably withhold or deny such approval.

**4.2 Lead Submission.** Licensor agrees to connect with Qualified Leads which Licensee has introduced to the Land Banking Concept, as well as Educated, Pre-Qualified potential of prospect to participate, and has Submitted Lead through authorized channel.

The Licensee acknowledges and agrees that they shall have the absolute and discretionary right to discontinue offering or selling Licensor's products, without incurring any liability or obligation to Licensor.

**4.3 Training.** Training for Licensee shall be provided by Licensor according to the terms noted in Addendum D. Licensor agrees that all Licensees will be given ample opportunity for training by Licensor or Licensor Certified Trainers prior to marketing and scouting any potential prospects for Licensor's products or services.

### **5. CONFIDENTIAL INFORMATION**

Each Party acknowledges that the other Party has substantial experience and special expertise in providing the type of services and products being provided hereunder. Each Party also acknowledges that the other Party has expended large sums of money and time in

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developing expertise in this area, training its personnel, establishing contacts, building relationships and devising protocols for the provision of its services and/or sales of its products. In furtherance of the foregoing, the Parties hereto agree as follows:

**5.1 Confidential Information.** Each Party recognizes the proprietary interest of the other Party in any Confidential and Proprietary Information (as defined below). Each Party acknowledges and agrees that any and all Confidential and Proprietary Information that may be communicated to, learned of, developed or otherwise acquired by it during the Term of this Agreement shall be and is the property of the other Party. Each Party further acknowledges and understands that its disclosure of any Confidential and Proprietary Information belonging to the other Party will result in irreparable injury and damage to the non-disclosing Party. As used herein, “Confidential and Proprietary Information” means, but is not limited to, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, financial projections, cost summaries, pricing formula, contracts analyses, financial information, projections, maps, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials or information prepared or performed for, by or on behalf of a Party by its employees, officers, directors, agents, representatives or consultants. “Confidential and Proprietary Information” shall not include any of the foregoing items which: (a) prior to or after the time of disclosure, become publicly known and generally available (other than as a result of any improper action or inaction of the disclosing Party); (b) at any time rightfully disclosed to the disclosing Party by a third party or parties without violation of any obligation of confidentiality and without restriction on disclosure; and/or (c) subject to Section 5.4, below, is required to be disclosed by applicable law or proper legal, governmental or other competent authority, provided that the non-disclosing Party shall be notified sufficiently in advance of such requirement so that such non-disclosing Party can seek an appropriate protective order with respect to such disclosure, with which the disclosing Party shall fully comply.

**5.2 Covenant Not to Divulge Confidential and Proprietary Information.** Each Party acknowledges and agrees that the other is entitled to prevent the disclosure of Confidential and Proprietary Information. Each Party agrees: (a) to hold in strictest confidence Confidential and Proprietary Information; (b) to not disclose Confidential and Proprietary Information to any person, firm or corporation without the prior written consent of the non-disclosing Party (other than disclosure to attorneys, accountants and other persons engaged by the disclosing Party to further its business); and (c) to not use Confidential and Proprietary Information except in the performance of the duties and obligations of a party hereunder. Neither Party shall undertake any act which would or might invalidate or be inconsistent with the Confidential and Proprietary Information of the other Party (including the Marks).

**5.3 No Rights Granted.** Except only for the limited rights as expressly permitted hereunder, and then only as necessary for the proper performance of each Party’s obligations hereunder, each Party hereby acknowledges that it shall acquire no rights, express or implied, in respect of any Confidential and Proprietary Information owned by the other Party, including the Marks, or of the goodwill associated therewith and that all such rights and goodwill are, and shall remain, vested in the Party that owns such Confidential and

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Proprietary Information.

**5.4 Compelled Disclosure.** If a Party is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process, or required in a case brought by or against a Party) to disclose any Confidential and Proprietary Information (the “Recipient”), the Recipient shall immediately notify the other Party (the “Owner”) in writing of such requirement so that the Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. The Recipient will use its best efforts, at the Owner’s expense, to obtain or assist the Owner in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential and Proprietary Information that the Recipient has been advised by opinion of counsel, such opinion to be reasonably acceptable to the Owner, that it is legally compelled to disclose; provided, however, that the Recipient shall use its best efforts to obtain assurance that confidential treatment will be accorded such Confidential and Proprietary Information by the person or persons to whom it was disclosed. Further, each Party may make any public disclosure or government filing required by law, regulation, a court or regulatory authority, or rules of any stock exchange, provided such Party notifies the other Party and makes a reasonable effort to seek confidential treatment for the information disclosed.

**5.5 Return of Materials.** In the event of any termination of this Agreement for any reason whatsoever, or at any time upon the reasonable request of a Party, the non-requesting Party shall promptly deliver to the requesting Party all documents, data and other information pertaining to Confidential and Proprietary Information.

**5.6 Breach of Confidentiality.** Each Party acknowledges that all Confidential and Proprietary Information is considered to be proprietary and of competitive value, and in many instances trade secrets. Each Party agrees that because of the unique nature of the Confidential and Proprietary Information any breach of this Section 5 would cause the other Party irreparable harm. In such event, money damages and other remedies available at law in the event of a breach would not be adequate to compensate the aggrieved Party for any such breach. Accordingly, the aggrieved Party shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including, without limitation, injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available at law or in equity to the aggrieved Party.

## **6. TERM AND TERMINATION**

**6.1 Term of Agreement.** This Agreement shall commence on the day and year first above written and shall expire on the first (1<sup>st</sup>) anniversary hereof (the “Initial Term”) unless this Agreement is earlier terminated as set forth below in this Section 7. Unless earlier terminated as provided for herein, the Initial Term of this Agreement shall be automatically extended for consecutive terms of one (1) year each (each such term, a “Renewal Term”), unless either Party delivers to the other Party, not less than one (1) month nor earlier than three (3) months’ prior to

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the expiration of the Initial Term or Renewal Term, as the case may be, written notice of such Party's intention not to extend the term of this Agreement. As used herein, "Term" shall mean the Initial Term and any additional Renewal Terms.

## **6.2 Early Termination.**

(a) **Discretionary Termination.** Either Party may terminate this Agreement at any time by providing the other Party with at least thirty (30) days' prior written notice.

(b) **Immediate Termination.** Either Party may terminate this Agreement immediately upon notice to the other Party as follows: (i) in the event of fraud, willful misconduct, gross negligence or misappropriation of any funds or other property by the other Party in the performance of its obligation under this Agreement; (ii) if the other Party is in material breach of this Agreement and such breach has not been cured within thirty (30) days after written notice of such breach is delivered; (iii) in the event that the other Party is subject to any Insolvency Event (as defined herein); or (iv) in the event that the non-terminating Party's performance under this Agreement is prevented or significantly delayed in a material respect by a *force majeure* event as set forth in Section 6.5 and such inability continues for at least ninety (90) days. As used herein, "Insolvency Event" shall mean (A) the filing by the other Party of any petition in bankruptcy or for reorganization, debt consolidation, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation under bankruptcy laws or under any comparable law with respect to such Party and such petition or proceeding is not dismissed within sixty (60) days after its commencement, (B) the appointment of a custodian (as defined under bankruptcy laws) over all or substantially of the property of the other Party, (C) the adjudication that the other Party is insolvent or bankrupt, (D) the other Party's making of an assignment of its assets for the benefit of creditors, or the application of the other Party for the appointment of a receiver or a trustee of its assets or (E) the failure of the other Party to pay its debts in the ordinary course as they become due.

(c) **Termination Notice.** Any written notice delivered by one Party to the other pursuant to this Section 6 purporting to terminate this Agreement shall be referred to herein as a "Termination Notice."

**6.3 Termination Rights.** Except as otherwise provided herein, the right to terminate this Agreement and the rights upon termination contained herein are in addition to and not in lieu of any other rights or remedies the Parties may possess at law or in equity for money damages or other relief.

## **6.4 Effect of Termination.**

(a) **Termination Date.** Any termination of this Agreement shall be effective (the "Termination Date") either: (a) on the date set forth in a Termination Notice; or (b) on the last day of the Term upon the expiration of this Agreement.

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(b) **Effect of Termination.** On the Termination Date, this Agreement shall terminate and shall be of no further force and effect; provided, however:

(i) Each Party hereto shall provide the other Party with reasonable access to books and records owned by it to permit such requesting Party to satisfy reporting and contractual obligations which may be required of it.

(ii) Amounts due and owing but unpaid to the Licensee as of the Termination Date shall be paid by the Licensor no later than five (5) days following the Termination Date.

(iii) The terms and conditions of Sections 5, 6.1, 6.2 and any and all covenants and obligations of either Party hereto which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination of this Agreement, shall survive such termination.

**6.5 Force Majeure.** Non-performance by a Party of its obligations hereunder to the extent such performance is prevented by acts of God, fire, explosion, strikes, accident, floods, embargoes, epidemics, war, nuclear disaster or civil unrest or any other cause beyond its reasonable control, whether similar or dissimilar to the foregoing, will not be considered a breach of this Agreement during the period of such disability. The affected Party will promptly notify the other Party if it is unable to perform its duties or obligations hereunder due to a *force majeure* event.

## **6.6 Restrictions.**

**Non-Solicitation.** Licensor agrees not to solicit through an independent offer any customer who purchased any product through Licensee's offer, regardless whether said purchase involved any product of Licensor or not, during the term of this Agreement and for a period of two (2) years following termination or expiration of this Agreement.

This Section 6.6 shall survive the Termination Date.

## **7. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other as follows:

(a) Each Party is duly organized, validly existing and is in good standing under the laws of the state of its corporate organization. Each Party has all requisite power and authority, and all material consents, approvals, authorizations, orders, registrations, qualifications, licenses and permits of and from all applicable public, regulatory or governmental

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agencies and bodies, to own, lease and operate its properties and conduct its business as now being conducted.

(b) Each Party has full power and authority to enter into this Agreement. The execution and delivery of this Agreement by each Party and the consummation of the transactions contemplated hereby: (i) has been duly and validly authorized and approved by all necessary corporate action on the part of each Party; (ii) will not constitute a default under or conflict with any material agreement or other instrument to which such Party is a party or by which such Party is bound; (iii) will not conflict with or violate any order, judgment, decree, statute, ordinance or regulation applicable to such Party; and (iv) does not require the consent of any person or entity, other than those that will have been obtained prior to the date hereof. When executed and delivered by each Party, this Agreement shall constitute valid and binding obligations of such Party enforceable against it in accordance with its terms.

## **8. INDEMNIFICATION.**

**8.1 Indemnification by the Licensee.** The Licensee will indemnify and hold the Licensor, its affiliates and their respective officers, directors, employees, successors and permitted assigns, harmless from and against any all out-of-pocket costs, fees, losses, damages, claims and expenses, including outside and in-house attorneys' fees, disbursements and court costs (collectively, "Losses") arising out of, relating to or incurred as a result of any third-party claims, demands, actions, suits or other proceedings (hereinafter "Claims") that result in whole or in part from: (i) any failure by the Licensee to perform its obligations under this Agreement; (ii) the breach or inaccuracy of a representation or warranty made by the Licensee under this Agreement; and (iii) the negligence or willful misconduct of the Licensee in the performance of its obligations under this Agreement.

**8.2 Indemnification by the Licensor.** The Licensor will indemnify and hold the Licensee, its affiliates and their respective officers, directors, employees, successors and permitted assigns, harmless from and against any Losses arising out of, relating to or incurred as a result of any Claims that result in whole or in part from: (i) any failure by the Licensor to perform its obligations under this Agreement; (ii) the breach or inaccuracy of a representation or warranty made by the Licensor under this Agreement; and (iii) the negligence or willful misconduct of the Licensor in the performance of its obligations under this Agreement.

**8.3 Indemnification Procedure.** Any Party seeking indemnification under this Agreement (each, an "Indemnitee") shall give the Party from whom indemnification is sought (the "Indemnitor") prompt written notice of each claim for which it seeks indemnification. Failure to give such prompt notice shall not relieve Indemnitor of its indemnification obligation; provided that such indemnification obligation shall be reduced by any damages the Indemnitor demonstrates it has suffered resulting from a failure to give prompt notice hereunder. The Indemnitor, at its own expense, shall be entitled to participate in the defense of such claim. If at any time the Indemnitor acknowledges in writing that the claim is fully indemnifiable by it under this Agreement, the Indemnitor shall have the right to assume control of the defense of such

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claim at its own expense. If the Indemnitors do assume control of the defense of any such claim in accordance with the foregoing sentence, then: (x) the Indemnitor shall not defend the claim for which indemnification is being sought in any manner that would likely have a material adverse effect on the Indemnitee or on any relationship that the Indemnitee may have with any customers, vendors, suppliers or others, and (y) the Indemnitee shall not settle such claim without the written consent of the Indemnitor, which consent shall not be unreasonably withheld, delayed or conditioned. Nothing contained in this Section 9 (c) shall prevent either party from assuming control of the defense and/or settling any claim against it for which indemnification is not sought under this Agreement.

**8.4 Survival.** The provisions of this Section 8 shall survive expiration of this Agreement or the termination of this Agreement for any reason.

**8.5 Limitation on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE PROVISION OF THE PROGRAM INCLUDING LOST PROFITS REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED BY EITHER PARTY.

## **9. CERTAIN WAIVERS**

**EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE LICENSEE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSEE DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE WITH DATA OR ACCURACY.**

## **10. RELATIONSHIP OF THE PARTIES**

The Parties intend to act and perform hereunder as independent contractors, and the provisions hereof are not intended to create any partnership, joint venture, co-ownership, agency or employment relationship between the Parties. Neither Party currently holds any type of equity interest (or any type of instrument convertible into an equity interest) in the other Party. In addition to the foregoing, each Party hereto shall have the sole responsibility to pay to, or on behalf of, its personnel all costs related to the employment of its respective personnel and shall be responsible for the withholding of all taxes and similar items and remitting of payments and returns to governmental agencies with respect thereto. Each Party shall be and remain the

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employer of its personnel. Such personnel shall at no time be deemed to be employees of the other Party and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the other Party to its employees except as otherwise required by law.

## **11. GENERAL PROVISIONS**

**11.1 Press Releases; Statements.** Except as may be required by law, regulation, a court or regulatory authority or rules of any stock exchange, no Party will issue a press release or make any public announcement related to this Agreement without the prior written consent of the other Party. No Party will publish any public statement or undertake any activity which would demean, tarnish, or negatively affect in any way the services, products and/or image of the other Party.

**11.2 Assignment.** Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party.

**11.3 Amendments.** This Agreement shall not be modified or amended except by a written document executed by both Parties hereto.

**11.4 Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

**11.5 Additional Documents.** Each of the Parties agrees to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement.

**11.6 Arbitration of Disputes.** Any controversy or claim arising out of or relating to this Agreement, or out of any of the transactions contemplated by this Agreement, or out of any disclosures, documents, instruments or certificates required or made hereunder or delivered in connection herewith, or the breach thereof, including but not limited to any claim or controversy of any kind based on or arising in tort or under any Law, shall be determined by binding arbitration pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the California Code of Civil Procedure (including those for the provision of discovery) and the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). This provision shall be deemed self-executing, and an award may be entered against a party who fails to appear at any duly noticed hearing. Either party may include by joinder any third party whose conduct is implicated in the controversy or claim, but the failure to join any third party shall not reduce, diminish or abridge the arbitration requirement contained in this agreement. This provision shall survive the expiration or termination of this Agreement.

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The arbitration shall be conducted in the City of Los Angeles, California and administered by a single JAMS arbitrator agreed by the parties, or, failing Agreement, appointed by JAMS. If JAMS is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. In rendering its decision, the arbitrator shall make written findings of fact and conclusions of law. The arbitrator shall have no power to modify or disregard any of the provisions of this Agreement and must issue its ruling in accordance therewith and in accordance with Law (as defined below), and the arbitrator's jurisdiction is limited accordingly. Either party may petition a court having jurisdiction to set aside the arbitration award if the arbitrator modifies or disregards any of the provisions of this Agreement or issues a ruling contrary to Law. Subject to the foregoing, judgment upon any arbitration award may be entered in any court having jurisdiction. Either party may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction.

All arbitration hearings will commence within ninety (90) days of the demand for arbitration; further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for an additional sixty (60) day period. Each party agrees to keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation.

The costs of the arbitration shall be shared equally by the parties thereto; provided, however, that the arbitrator may award the costs of arbitration, including without limitation, attorneys' fees, expert fees and costs, to the prevailing party.

As used herein, "Law" shall mean federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are considered binding precedents in the State of California, and decisions of federal courts applying the Law of such State, at the time in question.

**"NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP OUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

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“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION TO NEUTRAL ARBITRATION.”

**11.7 Parties In Interest; No Third Party Beneficiaries.** Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the Parties hereto. Neither this Agreement nor any other agreement contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

**11.8 Entire Agreement.** This Agreement and the agreements contemplated hereby constitute the entire agreement of the Parties regarding the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

**11.9 Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**11.10 Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the substantive laws of the State of Arizona. The parties further agree that any dispute arising out of this agreement shall be litigated before any state or federal court of competent jurisdiction in the State of Arizona.

**11.11 No Waiver; Remedies Cumulative.** The Parties shall not by any act (except by written instrument pursuant to Section 12.3 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default in or breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of a Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to any Party, but the same shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or as may be deemed expedient.

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**11.12 Captions.** The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

**11.13 Gender and Number.** When the context requires, the gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

**11.14 Reference to Agreement.** Use of the words “herein”, “hereof”, “hereto” and the like in this Agreement shall be construed as references to this Agreement as a whole and not to any particular Section or provision of this Agreement, unless otherwise noted.

**11.15 Notice.** All notices, requests, demands and other communications under or in connection with this Agreement shall be given in writing and shall be deemed to have been given or made: (a) if by hand, immediately upon delivery; (b) if by Federal Express, Express Mail or any other overnight service, the first business day after dispatch; or (c) if mailed by certified mail return receipt requested, two (2) business days after delivery or return of the notice to sender marked “unclaimed”. All notices shall be delivered or mailed to the parties at the following address (or to such other address as either party shall designate by notice in accordance with the provisions to this paragraph):

If to the Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to the Licensor: CalChoice Investments, Inc.  
15322 Central Ave.  
Chino, CA 91710  
Attention: Legal Department

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

The undersigned parties are authorized to bind themselves to the terms and conditions herein by affixing their signatures below.

**Licensor:**

**Licensee:**

Signature: \_\_\_\_\_  
*Officer of CalChoice Investments, Inc.*

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tel #: \_\_\_\_\_

Tel #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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## **Addendum A**

### **CalChoice Investments, Inc. Corporate Ethics and Compliance Statement**

Every decision made and every action taken in our varied roles at CalChoice Investments Inc. is based on strong business ethics, a high degree of integrity and a deep regard for sound real estate and land banking principles and formulas. Whether in research, acquisition, sales, marketing or support activities, we respect and honor the highest ethical standards. We take seriously the enormous personal and professional responsibilities we bear in our activities to help our customers live healthier lives.

CalChoice Investments Inc. and its closely related entities strive to adhere to all applicable codes of ethics, laws and regulations of the State of California and United States, as well as those governing other nations that the Company now operates or may operate in the future. In addition, our Company complies with all real estate investment and transaction regulations as dictated by California Department of Real Estate well as other regulatory policies and guidelines issued by other State and Federal governing bodies.

We believe that the integrity and credibility of our organization depends on our ability to foster a compliant and ethical business environment, and adhere to the spirit and intent of the rules and guidance provided to us as an industry. Our accomplishments must be attributable to superior skill, marketing, effort and strategy, while also being achieved in a compliant and ethical business manner.

CalChoice Investments Inc. maintains corporate policies and procedures on standards of professional business conduct including but not limited to, regulatory, legal and ethical practices, safety, employment, internal and external communication, confidentiality and conflicts of interest. All employees and agents representing the Company's products and services are expected to abide by these policies in both spirit as well as principle. This includes making no representations of property management, property buy-back, property appreciation or other such statements that are inconsistent with CalChoice Investments Inc.'s policies and business model.

While our Code of Ethics provides a sound basis for making decisions, we understand that every situation cannot be anticipated, and that occasions may arise where the proper course of action may not always be clear. For situations where employees or agents of the Company have concerns about known or suspected violations of law, company policy, regulatory requirement or other misconduct, the Company offers multiple reporting options including direct line management and our assigned Compliance Officer. The Company's policies assure no retaliation for all reports made in good faith.

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## **Addendum B**

### **CalChoice Investments, Inc. Compensation through Advisors Choice (Independent Accounting Agency)**

**COMPENSATION IS NOT BASED ON A COMMISSION. ANY COMPENSATION PAID IS SOLELY BASED ON EFFORTS OF “FINDING” POTENTIAL” BUYERS FOR ANY PROPERTY THAT CALCHOICE INVESTMENTS INC HAS FOR SALE.**

In consideration for: “Finding Services - Marketing and Scouting” as provided by Licensee, the following will apply:

- a) Incentive Compensation** - Starting on the Effective Date of this agreement, Advisor's Choice shall pay Licensee a three percent (3.0%) finder fee on each real property closed transaction procured through Licensee’s efforts. Licensor agrees to pay Advisors Choice any applicable fees within five (5) business days after the close of transaction and recording of the respective deeds, after which finder fee will be distributed by Advisors Choice direct to Licensee within ten (10) business days after the close of transaction and recording.
- b) Other Compensation** - No other payments of any kind beyond the amount of compensation specifically set forth in Addendum B, Paragraph (a) herein shall be payable to Licensee unless stated in writing and signed by both parties.

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## **Addendum C**

### **CalChoice Investments, Inc. Services Provided**

1. Access to your own replicated CalChoice web site which allows you to market direct to your prospects, and track how many view and respond to your marketing efforts.
2. Access to your own replicated Next Steps page allowing you to market direct to prospects and introduce the Land Banking concept in a simple and easy to digest approach.
3. Access to Licensor's Affiliate site, offering all marketing collateral with ability to share electronically with prospects using a share button feature.
4. Access to CalChoice Back Office with login name and password: ongoing online training current and archived for your review at any time (developed on ongoing basis).
5. Access to CalChoice Investments, Inc. Webinar Training Service - dates TBD.

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## **Addendum D**

### **CalChoice Investments, Inc. Training and Certification**

1. Initial Launch Training: Available in the CalChoice Back Office. A series of training videos offering compliance guidelines to sharing the Land Banking concept with others.
2. Land Banking Specialist Certification: Available in the CalChoice Back Office. A multiple choice exam confirming Licensee understands and acknowledges guidelines in promoting product concept.
3. Fast Start Training Program: Will be customized to the specific needs of the Licensee - projected completion date TBD.
4. Self Directed Specialist Certification: Built for the intent of helping Licensee better qualify prospects by better identifying available funds to participate in product opportunity - projected completion date TBD.
5. Online Archive of Training Materials: maintained in the CalChoice Back Office, this information hub will contain video recordings depicting best practice in the industry, sample webinar and training series both current and historic, as well as updated information regarding product to keep Licensee informed at all times as to the CalChoice core products and services - projected completion date TBD.

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