

KEYHOLDER LEASE AGREEMENT

THIS KEYHOLDER LEASE AGREEMENT (this "Lease") is entered into, as of the date set forth in the signature block below, by and between the keyholder referenced in the signature block ("KEYHOLDER") and Supra, a division of GE Security, Inc., a Delaware corporation, and Supra's successors and assigns and any designees ("Supra"). KEYHOLDER is either a member in good standing of **Centralized Real Estate Information Services, Inc.** ("Organization") or is a member (or affiliate member) of a local Realtor® board that owns shares in Organization (such boards are referred to herein as "Shareholder Boards" and each board is a "Shareholder Board"). The following Shareholder Board, _____, may perform service center activities pursuant to this Agreement on behalf of Keyholder ("Service Center Shareholder Board"). KEYHOLDER and Supra agree as follows:

1. EQUIPMENT LEASE AND LICENSE OF SOFTWARE AND NETWORK ACCESS

a. Supra hereby leases to KEYHOLDER, and KEYHOLDER hereby leases from Supra, the equipment described in Section I of Exhibit A attached hereto (which may be new or refurbished), which includes either the DisplayKEY and the DisplayKEY Cradle (collectively, the "DisplayKEY"), or the eKEY Shell and the eSYNC Cradle (collectively, the eKEY Shell and the eSYNC Cradle are, the "eKEY"), both of which are used with certain specified personal digital assistants, or PDAs, including, without limitation, the following PDAs: Palm m500 series (500, 505, 515), Palm 30, and Zire 71. The eKEY and the DisplayKEY are collectively referred to as the "Equipment." PDAs and keyboxes are not included in the definition of the Equipment.

b. The Equipment is used with proprietary software provided by Supra for KEYHOLDER's use and operation of the Network (as defined below) and Equipment ("Software"), and a proprietary computer network (including access to KIM Network and KIM Database) made accessible to KEYHOLDER through third-party telecommunication and internet services ("Network"). Supra hereby grants to KEYHOLDER (i) a limited, non-exclusive, non-transferable license to use the Software during the Term (as defined in Section 1(c) below), and (ii) a limited non-exclusive, non-transferable license to use the Network during the Term.

c. This Lease shall commence on the date set forth in Exhibit A and have a term ("Term") until and including **November 14, 2008**, unless terminated earlier pursuant to Section 12 below.

2. THE SERVICE AND APPLICABLE RULES

a. The Equipment, Software, and Network are collectively referred to herein as the "Service." The Service is more fully described in the DisplayKEY User Guide or the eKEY Information Services User Guide as applicable for the Equipment leased by KEYHOLDER hereunder (such applicable guide, the "User's Guide"), which will be provided to KEYHOLDER with the DisplayKEY and/or eKEY leased by KEYHOLDER hereunder, as applicable, and is incorporated herein by reference. In the event there are any conflicts between the terms and conditions of the User's Guides and this Lease, the terms and conditions of this Lease shall control.

b. KEYHOLDER acknowledges and agrees that she or he must comply with the "Rules and Regulations Relating to use of the Service" which are set forth in the User's Guide. By executing this Lease, KEYHOLDER acknowledges that it is necessary to maintain the security of the Equipment and the personal identification number applicable to each piece of Equipment to prevent the use of the Equipment by unauthorized persons. KEYHOLDER further acknowledges that neither the Service, nor any other Supra product used in connection with the Service, is a security system. The Service is a marketing convenience key control system, and as such any loss of Equipment or disclosure of KEYHOLDER's personal identification numbers compromises the integrity of the Service. KEYHOLDER agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

c. KEYHOLDER acknowledges that, in order to make the Service available to KEYHOLDER, Organization and Supra entered into a Services and Administration Agreement (the "Services Agreement"), that provides, among other things, the terms under which Supra will provide the Service to Organization, Shareholder Boards and KEYHOLDER. **KEYHOLDER understands that, if the Services Agreement is terminated for any reason during the Term, the Service will no longer be available to KEYHOLDER and this Lease will terminate in accordance with Section 12 below. KEYHOLDER further acknowledges and agrees that, under the terms of the Services Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term, which may result in an increase of the System Fee (as defined in Section 4(a) below) and/or the termination of this Lease.** Except as the rights and obligations of KEYHOLDER and Supra under this Lease may be affected as described in the two preceding sentences, the rights and obligations between KEYHOLDER and Supra with respect to the Service are governed solely by the terms and conditions of this Lease. KEYHOLDER acknowledges that failure of Organization or Service Center Shareholder Board to perform any of their respective obligations under the Services Agreement may detrimentally affect KEYHOLDER's use of the Service.

d. Subject to the terms of the Services Agreement, Supra may discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year's prior written notice to Organization. Subject to the terms of the Services Agreement, if Supra discontinues any item of Equipment, such replacement or substitute Equipment (i) shall be completely compatible with, and shall function with, the Service (including, without limitation, that the Equipment will operate properly with the Advantage Express III Electronic Keybox ("iBox") and the Advantage Express II Electronic Keybox ("AEII Keybox") and satisfy the warranty set forth in Section 14 of this Lease); (ii) offer at least the same functionality as the prior Equipment and meet the requirements set forth in the User's Guide; (iii) not increase the System Fees or other costs to Keyholder hereunder; and (iv) continue to work with e-KEY compatible PDAs.

e. If the Equipment leased hereunder is lost, destroyed, damaged or stolen, Supra shall replace that Equipment with new or refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, shall offer the same level of functionality as the Equipment originally leased to KEYHOLDER and shall be warranted as set forth in Section 14 of this Lease (and KEYHOLDER shall receive such Replacement), within fifteen (15) business days from Supra's receipt of such request. Any Replacement shall be available at the following prices:

DisplayKEY	DisplayKEY Cradle	eKEY Shell	eSYNC Cradle
\$150.00	\$99.00	\$150.00	\$99.00

However, if KEYHOLDER purchased loss and theft insurance pursuant to Section III of Exhibit A attached hereto and the requirements of such Section are satisfied, there shall be no charge for the Replacement. KEYHOLDER is responsible for paying all charges for Replacements directly to Service Center Shareholder Board prior to receiving a Replacement.

3. **TITLE AND USE** KEYHOLDER hereby acknowledges and agrees that the Service, including the (i) Equipment, (ii) Software, (iii) Network, (iv) any and all improvements, changes, and Replacements thereto, and (v) all patent, copyright, trade secret, and trademark rights in connection therewith, is and shall at all times remain the exclusive property of Supra.

4. PAYMENTS, INCLUDING SYSTEM FEE AND INSURANCE

a. **DURING THE TERM OF THIS LEASE, KEYHOLDER SHALL PAY TO SUPRA A FEE FOR THE USE OF THE SERVICE (INCLUDING THE LEASE OF EQUIPMENT, THE LICENSE OF SOFTWARE AND NETWORK ACCESS) (THE "SYSTEM FEE"), AS SET FORTH IN SECTION I OF EXHIBIT A. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LEASE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12. SUPRA SHALL NOT CHARGE ANY ADDITIONAL FEES OR CHARGES (OR INCREASE THE SYSTEM FEES DURING THE TERM) FOR USE OF THE SERVICE (INCLUDING THE LEASE OF EQUIPMENT, LICENSE OF SOFTWARE AND NETWORK ACCESS) TO KEYHOLDER (EXCEPT FOR CHARGES FOR REPLACEMENTS AS SET FORTH ABOVE) UNLESS MUTUALLY AGREED TO IN WRITING BY ORGANIZATION AND SUPRA.**

b. If KEYHOLDER is leasing a DisplayKEY, KEYHOLDER shall be required to pay when entering into this Lease on the date set forth in the signature block below, the full amount of the semi-annual DisplayKEY System Fee if the key issuance occurs between **November 15 and February 14** of the relevant year; 50% of the semi-annual System Fee if the key issuance occurs thereafter but before **May 21** of the relevant year; the full amount of the semi-annual System Fee if the key issuance occurs thereafter but before **August 21** of the relevant year; or 50% of the semi-annual System Fee if the key issuance occurs thereafter but before the next semi-annual System Fee is due on **November 21** of the relevant year; or until monthly proration is made available to Organization and its member Shareholder Boards; plus subsequent semi-annual System Fees on each **November 21** and **May 21** thereafter during the Term; plus the key activation fee applicable under Section 4(d) below.

Notwithstanding the foregoing, if KEYHOLDER, immediately prior to the date of this Lease, had a lease with Supra for a key device that expires on or before February 12, 2005 and returns such key device to Supra on or around the time it enters into this Lease, then KEYHOLDER is entitled to a credit (in the amount set forth for Service Center Shareholder Board (or pursuant to which KEYHOLDER acquired his or her key device as set forth on Exhibit B)) against the System Fees due as of the date of this Lease and such other lease is terminated pursuant to 15(b) as of the date of this Lease.

c. If KEYHOLDER is leasing an eKEY, KEYHOLDER shall be required to pay when entering into this Lease on the date set forth in the signature block below, by automatic charges to the credit card or automatic debits to the debit card designated by KEYHOLDER in Section II of Exhibit A attached hereto (the "Credit/Debit Account") the full amount of the monthly eKEY System Fee plus the key activation fee, if applicable, under Section 4(d) below. Notwithstanding the foregoing, if KEYHOLDER, immediately prior to the date of this Lease, had a lease with Supra for a key device that expires on or before February 12, 2005 and returns such key device to Supra on or around the time it enters into this Lease, then KEYHOLDER is entitled to a credit (in the amount set forth for Service Center Shareholder Board (or pursuant to which KEYHOLDER acquired his or her key device as set forth on Exhibit B)) against the System Fees due as of the date of this Lease and such other lease is terminated pursuant to 15(b) as of the date of this Lease. Additionally, KEYHOLDER is responsible for paying subsequent monthly System Fees on the **twenty-first (21st)** day of each month thereafter during the Term.

d. If KEYHOLDER begins leasing either a DisplayKEY or an eKEY after **December __, 2004**, KEYHOLDER shall be required to pay the applicable key activation fee as follows:

Year of Services Agreement	Activation Fee
from December __, 2004 through November 20, 2005	\$50.00
from November 21, 2005 through November 20, 2006	\$60.00
from November 21, 2006 through November 20, 2007	\$70.00
from November 21, 2007 through November 14, 2008	\$80.00

e. KEYHOLDER shall be liable to Supra for the amount of all applicable sales and other applicable taxes required by government authorities in connection with KEYHOLDER's lease of a DisplayKEY or eKEY, excluding any taxes on or assessed on Supra's income or net worth.

f. Upon execution of this Lease, or at any time during the Term, KEYHOLDER may elect to purchase the "Loss and Theft Insurance," which is set forth in Section III of Exhibit A attached hereto. Such insurance shall cover the Equipment leased hereunder and any Replacement hereunder.

g. If KEYHOLDER wishes to close, terminate, or cancel the Credit/Debit Account, KEYHOLDER shall be required to notify Supra in writing and deliver to Supra a new Credit/Debit Account authorization forty-five (45) days before taking any such action. All changes to the Credit/Debit Account should be sent to Supra, Attention: Billing Department, 4001 Fairview Industrial Drive SE, Salem, OR 97302, or faxed to the Supra Billing Department at 503-375-6420. Otherwise, KEYHOLDER shall not close, terminate, cancel, overdraw, overcharge, or otherwise impair Supra's ability to make automatic charges or debits to the Credit/Debit Account during the Term.

h. KEYHOLDER agrees to pay to Supra a late fee of \$25.00 for any System Fee that is not received by Supra within ten (10) days after the date such payment is due. KEYHOLDER also agrees to pay to Supra a fee of \$25.00 for any KEYHOLDER check that is returned for insufficient funds or for any KEYHOLDER Credit/Debit Account for which payment is declined for insufficient credit or funds.

i. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO SUPRA SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE, AND INDEPENDENT, AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM, OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OF THE SERVICE.

5. RETURN OF EQUIPMENT AND SOFTWARE At the expiration of the Term, KEYHOLDER, at KEYHOLDER's expense and risk, shall immediately return or cause the return to Supra to such location as Supra shall reasonably specify, all of the Equipment, Software, and any other components included with the Service that have been leased or licensed to KEYHOLDER pursuant to this Lease. The Equipment shall be returned in good condition, ordinary wear and tear excepted.

6. ASSIGNMENT BY SUPRA Supra may at any time assign or transfer a security interest in this Lease to any party; provided, however, that any such assignment by Supra shall not act to eliminate any right or remedy that KEYHOLDER may have against Supra or its successors or assigns during the Term and, provided, further, that Supra shall provide prior written notice of any such assignment or transfer to Organization.

7. REPRESENTATIONS AND COVENANTS KEYHOLDER covenants and agrees:

a. If KEYHOLDER misuses the Services or any component thereof (with "misuse" defined as use by the KEYHOLDER or any third person that does not comply with the User's Guide), and a third party brings an action against Supra, Organization and/or Shareholder Board(s) arising out of or relating to such misuse, KEYHOLDER agrees to indemnify, defend and hold harmless (i) Supra and its directors, officers, employees, agents, representatives, parent companies, affiliates, successors and assigns; and (ii) Organization, Shareholder Boards and their respective directors, officers, employees, agents, representatives, parent companies, affiliates, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and reasonable costs and reasonable expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Supra, Organization and/or Shareholder Board(s) in such proceeding.

b. **Neither Supra, Organization, Shareholder Boards nor their respective affiliates and subsidiaries shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance, or special damages including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of or relating to (i) the use or inability to use the Service for any purpose whatsoever; (ii) the use or inability to use the keyboxes for any purpose whatsoever; and/or (iii) the accuracy or inaccuracy of the information displayed through the eKEYs, whether or not Supra, Organization and/or Shareholder Board(s) has/have been advised of the possibility of such damages.**

c. KEYHOLDER shall not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide each of Supra and Organization with written notice of any legal proceeding or arbitration in which KEYHOLDER is named as a defendant and that alleges defects in the Equipment or keyboxes provided by Supra, within ten (10) calendar days after KEYHOLDER receives written notice of such action.

e. Each of Service Center Shareholder Board and/or Organization may deactivate KEYHOLDER's service if KEYHOLDER is not in good standing with Service Center Shareholder Board and/or Organization, respectively, or KEYHOLDER is arrested or convicted of a felony or misdemeanor if the crime giving rise to the arrest or conviction, in the determination of the Shareholder Board or Organization, relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

f. This Lease incorporates by reference (and KEYHOLDER shall comply with) all rules and regulations, as adopted and/or amended, of Service Center Shareholder Board and Organization that relate to the operation of an electronic lockbox system.

The obligations set forth in this Section shall survive termination of this Lease.

8. DEFAULT

a. Each of the following events shall be an Event of Default by KEYHOLDER under this Lease:

(i) KEYHOLDER's failure to pay, for any reason, any amount as required to be paid under this Lease on the applicable due date and such nonpayment is not cured within ten (10) calendar days after KEYHOLDER'S receipt of written notice from Supra that such payment is past due, including without limitation, if this Lease is for an eKEY and payment is declined due to insufficient credit or funds in the Credit/Debit Account; or

(ii) If this Lease is for an eKEY, the closure, termination, or cancellation by KEYHOLDER of the Credit/Debit Account without (1) prior written notification to Supra and (2) delivery of a newly executed authorization form to Supra as required by Section 4(g) of this Lease; or

(iii) The commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to KEYHOLDER; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Lease if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Supra under this Lease will occur upon the termination for any reason of the Services Agreement.

9. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by KEYHOLDER, Supra may, at its sole option and without limitation or election as to other remedies available under this Lease or at law or in equity, exercise one or more of the following remedies:

(i) Terminate this Lease and demand the return of any Equipment and Software to Supra;

(ii) Terminate one or both of KEYHOLDER's licenses to use the Software and the Network;

(iii) Deactivate KEYHOLDER'S access to the Network or any other component of the Service;

(iv) Charge against the Credit/Debit Account or bill the KEYHOLDER for any outstanding amounts due and payable under this Lease, including liquidated damages under Section 12(c) for the failure to promptly return the Equipment; provided, however, with respect to System Fees, KEYHOLDER is only responsible for paying for any System Fees due and payable for the period prior to such Event of Default which remain unpaid; and/or

(v) Take any and all actions necessary to collect all amounts due and payable under this Lease, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Supra in connection with the exercise of its rights and remedies under this Lease; provided, however, with respect to System Fees, KEYHOLDER is only responsible for paying for any System Fees due and payable for the period prior to such Event of Default which remain unpaid.

b. Upon the occurrence of an Event of Default by Supra or termination of this Lease, all of KEYHOLDER's obligations under this Lease shall terminate, except that KEYHOLDER shall be required to return the Equipment to Supra and to pay Supra any outstanding amounts due under this Lease and payable for the period prior to such Event of Default, including liquidated damages under Section 12(c) for the failure to return the Equipment.

c. If Supra deactivates the Service because of an Event of Default by KEYHOLDER under this Lease, but does not otherwise terminate this Lease, KEYHOLDER will be entitled to seek to have the Service reactivated. In order to so, KEYHOLDER shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts due and payable under this Lease and the reasonable costs and reasonable attorneys' fees incurred by Supra in connection with collecting under this Lease. After confirmation of the curing of such Events of Default and the receipt of payment of such amounts, Supra shall reactivate the Equipment within twenty-four (24) hours.

d. In the event that Supra institutes any action for the collection of amounts due and payable hereunder, KEYHOLDER shall pay, in addition to the amounts due and payable under this Lease, all reasonable costs and reasonable attorneys' fees incurred by Supra in connection with collecting under this Lease. KEYHOLDER expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to such repossession or termination of use.

e. Supra's failure or delay in exercising any right or remedy under this Lease shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. KEYHOLDER understands that Supra's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. ARBITRATION Any controversy or claim arising out of or relating to this Lease shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Portland, Oregon; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Lease shall be entitled to recover from the other as part of the arbitration award reasonable costs and reasonable attorneys' fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and reasonable attorneys' fees in such action and in any appeals therefrom or reviews thereof.

11. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party that is to receive such notice at its address set forth in the signature block below, or to such other address as a party shall subsequently specify to the other party in writing in accordance with this Section 11. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail; or one (1) business day after the day deposited with an overnight delivery service. Notices, if to Organization, shall be sent to: Centralized

Real Estate Information Services, Inc., 405 South High Street, Akron, OH 44309, Attention: Executive Officer; Fax: (330) 434-4641 or to such other address as KEYHOLDER is notified by Organization.

12. TERMINATION

a. KEYHOLDER may terminate this Lease at any time by returning the Equipment to Supra and paying Supra any amounts due and payable prior to such termination, including (i) liquidated damages under Section 12(c) for the failure to promptly return the Equipment; and (ii) any System Fees due and payable for periods prior to such termination which remain unpaid. Upon termination, System Fees which would have become due and payable after the date of termination of this Lease are released and discharged by Supra. For purposes of clarification only, if a KEYHOLDER terminated this Lease on December 15, 2005 and if the KEYHOLDER promptly returned the Equipment to Supra and paid all System Fees due and owing for periods prior to (and including December 15, 2005), then such KEYHOLDER is not responsible for any further System Fees arising or calculable for periods after December 15, 2005 (or for any other fees or amounts).

b. Supra may terminate this Lease upon termination of the Services Agreement for any reason and upon termination of Service Center Shareholder Board's participation in the Services Agreement for any reason. Upon termination and Supra's or Organization's notice of same to KEYHOLDER, KEYHOLDER shall be obligated to satisfy the obligations set forth above in Section 12(a).

c. In the event that KEYHOLDER fails to return all Equipment leased to KEYHOLDER upon termination of this Lease (as set forth herein) or at the expiration of the Term, KEYHOLDER acknowledges that it is impractical and difficult to assess actual damages to Supra, and therefore agrees to pay to Supra, as liquidated damages for such failure to return the Equipment, the following applicable amount (provided, however, if KEYHOLDER purchased loss and theft insurance pursuant to Section III of Exhibit A and (i) the requirements of such Section are satisfied; and (ii) KEYHOLDER made such claim of loss or theft prior to the termination or expiration, KEYHOLDER shall not be required to pay to Supra the following amount(s):

DisplayKEY	DisplayKEY Cradle	eKEY Shell	eSYNC Cradle
\$150.00	\$99.00	\$150.00	\$99.00

d. Any unused portion of any System Fee for use of the Service previously paid shall be forfeited by KEYHOLDER and KEYHOLDER shall not be entitled to a refund.

13. CHANGES OF SERVICE KEYHOLDER shall be entitled to seek a change in the Service at any time during this Lease by terminating this Lease in accordance with the provisions of Section 12, and entering into a new keyholder lease agreement with Supra; provided, however, no Activation Fee will be charged pursuant to Section 4(d). If KEYHOLDER has previously leased a DisplayKEY and subsequently elects to lease an eKEY, KEYHOLDER shall be responsible for payment of the first monthly eKEY System Fee by automatic charge to the credit card or automatic debits to the debit card designated by KEYHOLDER (the "Credit/Debit Account"); plus subsequent monthly System Fees on the **twenty-first (21st)** day of each month thereafter during the Term. If KEYHOLDER has previously leased a DisplayKEY and subsequently elects to lease an eKEY, KEYHOLDER shall be entitled to a prorated credit from Supra of the semi-annual DisplayKEY System Fee according to the following schedule until monthly proration is made available to Organization and its Shareholder Boards:

Year 1			Years 2-4		
Starting	Until	Percentage	Starting	Until	Percentage
11/15/04	12/20/04	100%	Nov 21st	Feb 20th	50%
12/21/04	02/20/05	50%	Feb 21st	May 20th	0%
02/21/05	05/20/05	0%	May 21st	Aug 20th	50%
05/21/05	08/20/05	50%	Aug 21st	Nov 20th	0%
08/21/05	11/20/04	0%			

In the event that KEYHOLDER is entitled to a prorated credit, KEYHOLDER shall receive a refund of the credit by check from Supra within forty-five (45) days from the date of the change.

14. WARRANTY

a. Subject to the terms of the Services Agreement, during the Term, all Equipment (i) shall perform without (and contain no) defects in workmanship and materials; (ii) is (and will be) fit for its intended purpose; (iii) shall have the functionality set forth in the User's Guide; (iv) shall work with and be compatible with the AEII Keybox and the iBox, the Software, the Network; (v) if Supra modifies, changes improves or upgrades any Equipment, the Software, the Network, or any Keybox, such modification, change, improvement and/or upgrade shall not degrade the functionality of such Equipment or cause such Equipment to fail to satisfy this Section 14; and (vi) the eKey shall be compatible with the PDAs. During the applicable warranty period, Supra shall promptly replace such Equipment which fails to meet the foregoing warranties without charge to Organization, Service Center Shareholder Board and/or Keyholder (and Keyholder or Service Center Shareholder Board, as applicable, shall receive such replacement) within fifteen (15) business days from the date of Supra's receipt of such returned Equipment) except that Service Center Shareholder Board (or KEYHOLDER, if KEYHOLDER deals with Supra directly with respect to the warranty issue) shall be solely responsible for the cost of return shipping such Equipment to Supra. All replacement Equipment shall meet the foregoing warranties.

The procedure for warranty service of Equipment shall be as follows. If the KEYHOLDER requesting warranty service contacts Supra directly, Supra shall promptly assist the KEYHOLDER with the reported problem(s) and if such problem(s) are not resolved, issue a Return Material Authorization ("RMA") (by fax, e-mail or mail, as directed by KEYHOLDER) to the KEYHOLDER and provide replacement Equipment to the KEYHOLDER, either directly or from the Equipment consigned to Service Center Shareholder Board by Supra under the Services Agreement. KEYHOLDER shall be required to return ship the replaced Equipment at his or her expense to Supra, or to pay for the replacement of such Equipment in accordance with Section 3(e) of this Lease if the returned Equipment was reasonably deemed by Supra as not covered under this warranty. If the KEYHOLDER requesting warranty service contacts the Service Center Shareholder Board, the Service Center Shareholder Board shall assist the KEYHOLDER with the reported problem(s) and may obtain Supra's assistance as necessary. If such problem(s) are not resolved, Service Center Shareholder Board shall replace the current Equipment with a replacement from the Equipment consigned to Service Center Shareholder Board by Supra pursuant to the Services Agreement. Service Center Shareholder Board shall return the defective key to Supra in accordance with the Services Agreement. These warranties of the KEYS do not extend to any damage caused by accident, abuse, neglect, or misuse (with "misuse" defined as use by the KEYHOLDER or any third person that does not comply with the User's Guide) by the KEYHOLDER or any third person.

b. Subject to the terms of the Services Agreement, the Software (i) during the Term is warranted against defects in workmanship and materials; (ii) during the TERM, the Software is (and will be) fit for its intended purpose; (iii) during the Term, the Software shall have the functionality set forth in the User's Guide; (iv)(A) as of the Effective Date and time of delivery, the Software shall be free from all viruses, worms, trap doors, back doors, timers, counters and other such limited routines, harmful programs or data incorporated into the Software which purposely destroys, erases, damages or otherwise disrupts the normal operation of the Software or other programs, hardware or systems utilized by KEYHOLDER or allows for unauthorized disablement of) the Software or other programs, hardware or systems utilized by KEYHOLDER (collectively, "Unauthorized Code"); (B) during the Term, the Software shall be free from Unauthorized Code introduced by Supra (including, through use of the Software and/or Service), and (C) during the Term, the NETWORK shall be free from Unauthorized Code; (v) the Software shall work with and be compatible with the AEII Keybox and the iBox, the Software, the Equipment and the Network; and (vi) if Supra modifies, changes improves or upgrades any Equipment, the Software, the NETWORK, or any keybox, such modification, change, improvement and/or upgrade shall not degrade the functionality of such Software or cause such Software to fail to satisfy this warranty. Supra shall use prompt and reasonable efforts to repair or replace the Software, which fails to meet the foregoing warranties, without charge.

The procedure for warranty service of Software shall be as follows. If the KEYHOLDER requesting Software warranty service contacts a Service Center Shareholder Board, such Service Center Shareholder Board shall use reasonable efforts to assist the KEYHOLDER with the reported problem(s) and shall contact Supra and receive Supra's assistance as necessary. If such problem(s) are not resolved, then Supra shall promptly provide replacement Software to the KEYHOLDER. If the KEYHOLDER requesting Software warranty service contacts Supra directly, Supra shall assist the KEYHOLDER with the reported problem(s) and if such problem(s) are not resolved, Supra shall promptly provide replacement Software to the KEYHOLDER. This Software warranty does not extend to any Software malfunction caused by abuse or misuse by KEYHOLDER (with "misuse" defined as use by the KEYHOLDER or any third person that does not comply with the User's Guide).

15. GENERAL PROVISIONS

a. This Lease constitutes the entire agreement between Supra and KEYHOLDER relating to the lease of Equipment, license of the Software and Network access, and use of the Service.

b. Provided that KEYHOLDER has returned or returns to Supra all keys previously leased by Supra to KEYHOLDER, all prior leases between Supra and KEYHOLDER for such keys are hereby terminated effective as of the parties' execution of this Lease.

c. This Lease shall be effective and binding upon the parties hereto when fully executed by both parties. This Lease may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement. The electronic signature of Supra shall constitute an original signature for purposes of this Lease and shall be valid and enforceable by KEYHOLDER.

d. This Lease shall be amended or modified only by a written agreement signed by Supra and KEYHOLDER.

e. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

f. All agreements, representations and warranties contained in this Lease shall survive the expiration or other termination of this Lease.

g. If any provision of this Lease is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Lease.

h. This Lease shall be governed by the laws of the State of New York (without regard to New York's conflict of laws provisions).

i. This Lease shall be binding upon and inure to the benefit of Supra, and its successors and assigns, and KEYHOLDER and its permitted successors and assigns.

[EXHIBITS ON FOLLOWING PAGES.]

EXHIBIT B

Board of Realtors	Amount of Credit
Akron Area Board of Realtors®	\$29.43
Portage County Association of REALTORS®	\$22.58
Youngstown-Columbiana Association of REALTORS®	\$15.34
Stark County Association of REALTORS®	\$16.20
Warren Area Board of Realtors®	\$16.66