

INDEPENDENT CLIENT AGREEMENT

This professional service Agreement (the "Agreement") is made and entered into as of this 1st day of January, 2014 by and between APFSEMM, Inc. ("**Company**"), whose address is 401 W. President George Bush Fwy #109, Richardson, TX 75080, and WCRM Management Fund I LLC ("**Client**"). The Company desires to engage Client's services, the parties agree:

1. Terms of engagement. The Company engages the services of Client to perform non-exclusive services which The Company may issue to Client from time to time. Initial responsibilities are:

- Oversee property managers
- Oversee investor relations
- Bookkeeping/accounting/tax reporting
- Hazard insurance management
- Maintain infrastructure for repair coordination
- Eviction coordination and compliance
- Oversee rental collection and reporting

Services to be completed constitute those services which are assigned to Client by designated individuals at the Company. Client shall perform the Services and Client's other duties and responsibilities under this Agreement to the best of Client's ability, using Client's best efforts, in a diligent, timely, and professional manner.

2. Compensation. Compensation for services will be:

- ❖ \$100 per property
- ❖ 2% of the equity in any Property the Company manages for each year managed in years 1-6 and 5% in years 7 and 8 for a total of 25%
- ❖ Balance in repair and vacancy escrow accounts upon liquidation of assets and all debtors paid in full

3. Term. The employment of Client by the Company pursuant to this Agreement shall be for a period beginning on the Effective Date of this agreement and continuing until terminated as provided herein. The Client may terminate this contract at any time and for any reason, with or without cause.

The Company may, but is not obligated to, terminate any Property under this contract in the event the Client

- ❖ Collects less than 3 month's rent on a Property in any 12 month period
- ❖ Requests cumulative repair expenses for all Property(s) that exceed budget plus any available escrows
- ❖ The annual lease amount on any Property is less than 27% of underlying debt on the property.

Terminating party must give written notice of termination in writing. If The Company is the terminating party, no additional payment is required so long as Client has already received payment for that pay period. If termination occurs by the Company, there are no further financial obligations to Client. Client's covenants in sections 4, 5, 6, 7, and 8, of this

Agreement shall survive the termination of Client's engagement.

4. Independent Client; Taxes; Insurance. Client and The Company are independent principals in all relationships and actions under and contemplated by this Agreement. Client is solely and directly responsible for the manner and means by which the Services are accomplished. Nothing in this Agreement is intended or shall be construed to create any agency, partnership, association, or joint venture between the Company and Client (or any employee, agent or representative of Client). Neither Client nor any employee, agent, or representative of Client is an employee, representative or agent of The Company with any authority whatsoever to bind, commit, or otherwise obligate The Company, and none of them will make any express or implied representation to the contrary. Under no circumstances, as a result of this Agreement, shall Client or any employee, agent, or representative of Client be eligible for or entitled to any payment from The Company in the nature of employee benefits, disability benefits, workers' compensation, or otherwise for any accident, illness, occurrence, or event arising out of or relating to the Services of this Agreement. Client acknowledges that Client is responsible for, and shall indemnify and hold The Company, its officers, and directors harmless from, the payment of any federal, state, or local income taxes assessed on or otherwise relating to any payment or other compensation or benefit made available to Client by The Company, and from any other liability (including, but not limited to, reasonable attorneys' fees) arising in connection with such claims. Client, at its sole cost and expense, will maintain comprehensive general liability, employers' liability, and automobile liability insurance in such amounts as are commercially reasonable to insure against losses to The Company or third parties arising out of the acts or omissions of Client, its employees, agents, or Clients in connection with this Agreement. The insurance required by this paragraph shall be maintained during the Term of this Agreement, and The Company shall at any time have the right to require proof that such insurance is in force.

5. Proprietary and Confidential Information. The Company has invested and will continue to invest considerable effort and expense in the development of ideas, business plans, events, databases, technology, and other Proprietary Information. The Company also has agreements with its customers for access to their proprietary and confidential information. The Company has taken steps and will continue

to take all reasonable steps necessary to protect the secrecy of proprietary and confidential information of The Company and its customers. Client acknowledges and agrees that Client's position with The Company will afford Client an opportunity to access Proprietary and Confidential Information of The Company and its customers. Therefore, the Client agrees that he shall not disclose, or permit to be disclosed, any Confidential Information other than as necessary to perform his duties without the prior written consent of the CEO. The Client agrees that during the term of his contract, he will only use the information to advance the Company's business interests, and that after the term of his contract with the Company, he will not directly or indirectly use any Confidential Information for any reason. The misappropriation, unauthorized use, or disclosure of proprietary and confidential information would cause irreparable harm to The Company and its customers. Client agrees to hold all proprietary and confidential information in confidence for the benefit of The Company and its Customers. Client shall not directly or indirectly use or disclose, except as authorized in writing by The Company, any proprietary and confidential information (whether or not developed or compiled by Client) for any purpose not directly related to The Company's Business, and then only for the benefit of The Company. Client's obligations as set forth in this Section shall remain in effect with respect to Trade Secrets, for so long as The Company is entitled to protection of rights in such Trade Secrets under applicable law, and with respect to Proprietary and Confidential Information for the duration of engagement and for a period of two (2) years after termination of engagement.

6. Assignment of Rights. Client acknowledges and agrees that all work performed and all physical embodiment thereof (including Terms of Engagement activities) produced by the Client during the period of Client's engagement by The Company ("Work Product") shall be considered "Services for hire" as such term is defined in 17 U.S.C Section 101, the ownership and copyright of which shall be vested solely in The Company. If any of the Work Product may not, by operation of law, be considered Services made for hire by Client for The Company, or if ownership of all right, title, and interest of the intellectual property rights therein shall not otherwise vest exclusively on The Company, Client hereby assigns to The Company, without further consideration, the ownership of all Work Product. Client agrees (a) to disclose immediately to The Company all proprietary information developed in whole or part by Client during the term of Client's engagement by The Company; (b) to comply with all record-keeping requirements of The Company; and (c) at the request and expense of The Company, to do all things and sign all documents or instruments reasonably necessary in the opinion of The Company to eliminate any ambiguity as to the rights of The Company in such Proprietary Information

including, without limitation, providing to The Company's employees full cooperation in any litigation or other proceeding to establish, protect, or obtain such rights. In the event that The Company is unable for any reason whatsoever to secure the Client's signature to any document reasonably necessary or appropriate for any of the foregoing purposes (including without limitation, renewals, extensions, continuations, divisions, or continuations in part), Client hereby irrevocably designated and appoints The Company and its duly authorized officers and agents as Client's agent and attorney-in-fact to act for and on behalf of Client for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Client. This appointment is coupled with an interest and shall survive the death or disability of Client. Upon request by The Company, and in any event upon termination of Client's engagement, Client shall promptly deliver to The Company all property belonging to The Company including, without limitation, all Work Product and Proprietary Information (and all embodiments thereof) then in Client's custody, control, or possession, as a condition precedent to any remuneration payment due to Client.

7. Covenants. Client covenants that Client shall, during the term of engagement, and for the Restrictive Period following termination of Client's engagement, observe the following separate and independent covenants: (a) Client will not engage in competition with, or own any interest in, manage, control, perform any services for, participate in or be connected with any business or organization which (i) engages in competition with the Company or any of their affiliates, or (ii) is a publishing, media, events, or education company (or a division or subsidiary thereof) involved in real estate, short sales platforms, or default servicing, or (iii) is a current or prospective client, partner, or vendor of the Company. Client agrees that for the (2) two-year period following the termination of his contract with the Company, he will not, directly or indirectly, in any manner solicit any customers, clients, developers, suppliers, Clients, subClients, partners, investors, or vendors of the Company or their affiliates (including, without limitation any such persons or entities related to the projects owned, managed, or developed by the Company) during his contract with the Company, for the purpose of inducing them or persuading them to do business with a competitor or change in any way their business relationship with the Company (or the persons or entities related to the projects owned, managed or developed by the Company).

8. Agreement Not to Disparage. Client shall not publish, utter, broadcast, or otherwise communicate any information,

misinformation, comments, opinion, remarks, articles, letters, or any other form of communication, whether written or oral, regardless of its believed truth, to any person or entity (including, without limitation, any of the Client's customers, prospective customers, suppliers, and competitors, and any industry trade group) which is adverse to, reflects unfavorably upon, or tends to disparage The Company, the technology, products, prospects, or financial condition of The Company, or any shareholder, officer, director, or employee of The Company.

9. Remedies. Client acknowledges and agrees that The Company is engaged in the Business of real estate media, events, publishing, and education, and that by virtue of the duties and responsibilities attendant to the engagement of Client and the special knowledge of the business and operations of The Company that Client will have as a consequence of the performance of services, great loss and irreparable damage would be suffered by The Company if the Client should breach or violate any of the terms or provisions of the covenants and Agreements set forth herein. Client further acknowledges and agrees that each such covenant and Agreement is reasonable necessary to protect and preserve the interested of The Company. Therefore, in addition to all the remedies provided at law or in equity, Client agrees that The Company shall be entitled to a temporary restraining order, a temporary injunction, and a permanent injunction, without the requirement of posting bond, to prevent a breach of any of the covenants or Agreements of Client contained herein. The existence of any claim, demand, action, or cause of action of Client against The Company shall not constitute a defense to the enforcement by The Company of any of the covenants or Agreements herein whether predicated upon this Agreement or otherwise, and shall not constitute a defense to the enforcement by The Company of any of the covenants or Agreements herein whether predicated upon this Agreement or otherwise, and shall not constitute a defense to the enforcement by The Company of any of this rights hereunder.

10. General Provisions. In the event that any one or more of the provisions, or parts of any provision, contained in the Agreement shall not for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Specifically, but without limiting the foregoing in any ways, each of the covenant of the parties to this Agreement contained herein shall be deemed and shall be construed as a separate and independent covenant. This Agreement and the rights and obligations of The Company, hereunder may be assigned by The Company to any subsidiary of or successor to

The Company, and shall inure to the benefits of, shall be binding upon, and shall be enforceable by any such assignee. This Agreement and the rights and obligations of Client hereunder may not be assigned by Client. The waiver by The Company of any breach of this Agreement by Client shall not be effective unless in writing, and no such waiver shall operate or be construed as a waiver of the same or another breach or be construed as a waiver of the same or another breach on a subsequent occasion. This Agreement embodies the entire agreement of the parties' relating to the retention of Client's services by The Company. No amendment or modification of this Agreement shall be valid or binding upon The Company or Client unless made in writing and signed by the parties.

11. Governing Law: Subject to the mandatory arbitration Agreement in section 12 below: (a) this Agreement and the rights of Company and Client hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law provisions. The parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to this Agreement; (b) the parties agree that any appropriate state court sitting in Dallas or Collin County, Texas or any Federal Court sitting in the Northern District of Texas shall have exclusive jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy; and (c) each party irrevocably consents to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action, or proceeding in any such court and further waives the right to object, with respect to such suit, action, or proceeding, that such court does not have jurisdiction over such party.

12. Arbitration. Any dispute, controversy, or claim arising out of or in connection with, or relating to, this Agreement, or any breach or alleged breach hereof shall be submitted to and settled by arbitration in the City of Dallas, State of Texas, and the parties specifically agree that the commercial arbitration rules then in effect of the American Arbitration Association, as amended from time to time, shall apply to all such proceeding; **provided however**, that such mandatory arbitration shall not apply at the sole discretion of the company to any dispute, controversy, or claim arising out of or in connection with, or relating to any breach of any covenant, agreement, or obligation of Client set forth in any of sections of this Agreement. Any awards rendered shall be final and conclusive upon the parties, and a judgment thereon any be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, **provided** that each party shall pay for and bear

the cost of its own experts and counsel's fees, except that in the discretion of the arbitrator, any award may include the reasonable fees of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration as a dilatory tactic.

13. Indemnification. Client agrees to indemnify, defend and hold The Company, and its directors, officers, shareholders, employees, and agents harmless of and from any claims, liabilities, losses, damages, causes of action, amounts paid in settlement, or injuries, together with costs and expenses, including reasonable attorney fees, arising out of or resulting from any personal injury or tangible property damage caused by Client, and, Client will ensure that any equipment Client accepts from Company is, in his opinion, safe to operate (or continue to operate) and therefore any issues arising from said equipment failure will be gross negligence on the part of Client. The Company agrees to indemnify, defend and hold the Client harmless from any claims, liabilities, losses, damages, causes of action, amounts paid in settlement, or injuries, together with costs and expenses, including reasonable attorney fees, arising out of or resulting from any actions taken on behalf of the Company other than gross negligence, and, only gross negligence related to specific assignments accepted by The Client. The Company shall have the right to control the defense and settlement of the claim.

14. Definitions. The following terms are used to herein with the meanings thereafter scribed:

"Competing Enterprise" Means any person or any business organization of that offers products or services that are

competitive with, or substitute for, the products or services offered by The Company as of the date of this Agreement.

"Confidential Information" means information, other than trade secrets, that is of value to its owner and it treated by its owner as confidential, including, but not limited to:

- (a) Suppliers
- (b) Customers
- (c) information concerning The Company's pricing strategies, licensing strategies, and advertising campaigns;
- (d) information regarding Company executives, employees, personnel assignments, customers, clients, potential customers or clients, and suppliers;
- (e) Company financial information;
- (f) data (including information regarding the Company's current or prospective clients, partners, vendors, employees, developers, general Clients, subClients, budgets, research, analysis, studies, real properties, projects, development plans, economic feasibility studies, sale methods, purchasing methods, pricing, services, computer programs, operations, financial statements, marketing plans, methods, processes, business plans, and financial performance), at any time previously or hereafter obtained by him in connection with his employment by the Company.

"Proprietary Information" means, collectively, Confidential Information.

In WITNESS WHEREOF, The Company and Client have executed this Agreement as of the date first above written.

APFSDEMM, Inc.

Ready Mortgage Corp

By: _____

By: _____

Name: Craig Pettit

Name:

Title: President

Date: _____

Date: _____