

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kennedy Center for Real Estate Education		09/08/2005	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Seller Agency Council
<b>Street Address:</b>	8 Argonaut
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Aliso Viejo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92656
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	78603158	ACCREDITED SELLER REPRESENTATIVE
Serial Number:	78603171	ACCREDITED SELLER REPRESENTATIVE
Registration Number:	3088326	ASR
Registration Number:	3139782	ASR
Registration Number:	3093851	ASR
Registration Number:	3071769	ASR

**CORRESPONDENCE DATA**

Fax Number: (949)450-1888  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-450-8500  
 Email: granth@hccllp.com  
 Correspondent Name: Grant J. Hallstrom  
 Address Line 1: 15615 Alton Parkway

OP \$165.00 78603158

Address Line 2: Suite 175  
Address Line 4: Irvine, CALIFORNIA 92618

ATTORNEY DOCKET NUMBER:	SELLER AGENCY COUNCIL
NAME OF SUBMITTER:	Venus Griffith Trunnel
Signature:	/Venus G. Trunnel/
Date:	03/16/2007

**Total Attachments: 21**

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**Seller Agency Council (SAC)**  
**A Nevada corporation to be formed**  
**STOCK PURCHASE AGREEMENT**

STOCK PURCHASE AGREEMENT

(K) signed 9/8

INC. in Nov. on 10/3/05

*John Smith*  
*Sept*

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made on the 15th day of July, 2005, by and among Seller Agency Council, a Nevada corporation to be formed (the "Company"), and Kennedy Center for Real Estate Education, a Georgia Corporation (the "Investor").

**RECITALS:**

WHEREAS, Kennedy operates a business (the "ASR Business") known as the Accredited Seller Agency Council, identified in more detail in Exhibit A;

WHEREAS, RealtyU operates a business (the "SAC Business") known as the Seller Agency Council, identified in more detail in Exhibit B;

WHEREAS, due to operational, financial and marketing consideration both businesses believe it to be in the best interests of both parties and its members to merge ASR Business and SAC Business; and

WHEREAS, Company in terms of this agreement desires to purchase from, Investor and Investor desires to sell to Company, all Investor's rights, title and interest, in and to certain assets known as the ASR Business as described in Exhibit A, and on terms outlined below, such to the simultaneous transfer of rights, title and interest, in and to certain assets known as the SAC Business as described in Exhibit B by RealtyU, Inc..

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Stock.

Subject to the terms and conditions of this Agreement, the Investor agrees to purchase at the Closing and the Company agrees to sell and issue to the Investor at the Closing, Four Hundred Ninety Thousand (490,000) shares (the "Shares") of the Company's common stock, \$0.001 par value per share (the "Common Stock"). As consideration for the Shares and in exchange therefore, the Investor shall transfer to the Company all of the assets listed in Exhibit A of this Agreement.

1.2 Closing. Within 30 days of the execution of this Agreement, the Company shall deliver to the Investor a duly executed stock certificate representing the Shares that the Investor is purchasing and the Investor shall deliver to the Company a Bill of Sale transferring all rights, title and interest in assets listed in Exhibit A, including all other documents listed in Section 5.

1.3 Control of the Company. Each Shareholder covenants and agrees that he, she or it shall take all appropriate action to cause the Company to perform and comply with each of

49000  
5190

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rights to  
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the covenants and agreements contained in this Agreement and to take the best overall action for the company at all times.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor that, as of the date hereof and the Closing, unless a different date is specified, except as set forth on a Schedule of Exceptions (the "Schedule of Exceptions") furnished to the Investor prior to execution hereof and attached hereto as Schedule A, which exceptions shall be deemed to be representations and warranties as if made hereunder:

2.1 Organization, Good Standing and Qualification. At Closing the Company will be a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and duly qualified to transact business.

2.2 Capitalization. Authorized Capital Stock. The Company will be authorized to issue one class of stock designated as "Common Stock." The total number of shares which may be issued is One Million (1,000,000) shares of which at Closing 490,000 will be issued to Investor and 510,000 to RealtyU, Group, Inc.

2.3 Subsidiaries. The Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity. The Company is not a participant in any joint venture, partnership, or similar arrangement.

2.4 Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Company hereunder. This Agreement constitutes valid and legally binding obligations of the Company, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.5 Valid Issuance of Common Stock. The Common Stock that is being purchased by the Investor hereunder, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable and will be free of restrictions on transfer, other than restrictions on transfer under this Agreement and under applicable state and federal securities laws.

2.6 Minority Protection Provisions. The Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of at least 60% of the shareholders:

- i) Alter or change the rights, preferences or privileges of any shareholder;
- ii) Amend the Company's Articles of Incorporation;
- iii) Liquidate the assets of the Company; or
- (iv) Dissolve the Company.

*Areas they  
complain  
about are  
not listed  
here*

2.7 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for such filings as are required pursuant to applicable federal and state securities laws and blue sky laws, which filings will be effected within the required statutory period.

2.8 Offering. Subject in part to the truth and accuracy of the Investors' representations set forth in Section 3 of this Agreement, the offer, sale and issuance of the Shares as contemplated by this Agreement are exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), and the qualification or registration requirements of applicable blue sky laws.

2.9 Litigation. There is no action, suit, proceeding or investigation pending, or to the Company's knowledge, currently threatened against the Company that questions the validity of this Agreement or the right of the Company to enter into such agreement or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the business, assets or condition of the Company, financially or otherwise, or any change in the current equity ownership of the Company. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or that the Company intends to initiate.

2.10 Compliance with Other Instruments. The Company is not in violation in any material respect of any provision of its articles of incorporation (the "Articles") or bylaws (the "Bylaws") nor, to its knowledge, in any material respect of any instrument, judgment, order, writ, decree or contract, statute, rule or regulation to which the Company is subject and a violation of which would have a material adverse effect on the condition, financial or otherwise, or operations of the Company. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any such violation, or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture or non-renewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

2.11 Related-Party Transactions. No employee, officer or director of the Company or member of his or her immediate family is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them. To the best of the Company's knowledge, none of such persons has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, except that employees, officers or directors of the Company and members of their immediate families may own stock in publicly traded companies that may compete with the

Company. No member of the immediate family of any officer or director of the Company is directly or indirectly interested in any material contract with the Company.

2.12 Tax Returns. The Company has timely filed all tax returns (federal, state and local) required to be filed by it or has timely filed for an extension therefore. The Company has not been advised that any of its returns have been or are being audited.

2.13 Permits. To its knowledge, the Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business other than the Company has not filed to do business in California, the lack of which would not materially and adversely affect the business, properties or financial condition of the Company. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.14 Environmental and Safety Laws. To its knowledge, the Company is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety, and to its knowledge, no material expenditures are or will be required in order to comply with any such existing statute, law or regulation.

2.15 Disclosure. To the best of the Company's knowledge, neither this Agreement (including all the exhibits and schedules hereto) nor any other statements or certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances under which they were made.

2.16 Corporate Documents Minute Books. The Articles and Bylaws of the Company will be provided to the Investor prior to Closing.

2.17 Title to Property and Assets. The property and assets the Company owns are owned by the Company free and clear of all mortgages, liens, loans and encumbrances, except (i) for statutory liens for the payment of current taxes that are not yet delinquent, and (ii) for liens, encumbrances and security interests that arise in the ordinary course of business and minor defects in title, none of which, individually or in the aggregate, materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in material compliance with such leases and, to its knowledge, holds a valid leasehold interest free of any liens, claims or encumbrances, subject to clauses (i)-(ii).

2.18 Employee Benefit Plans. The Company does not have any Employee Benefit Plan as defined in the Employee Retirement Income Security Act of 1974.

2.19 Labor Agreements and Actions. The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the Company's knowledge, has sought to represent any of the employees, representatives or agents of the Company. The Company is not aware that any officer or key employee, or that any group of key employees, intends to terminate their employment with the Company, nor does the Company have a present intention to terminate the employment of any of the foregoing. The employment of each officer and employee of the Company is terminable at

the will of the Company. Except as otherwise set forth in this Agreement, the Company is not a party to or bound by any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. To its knowledge, the Company has complied in all material respects with all applicable state and federal equal employment opportunity and other laws related to employment.

3. Representations and Warranties of the Investor. The Investor hereby represents, warrants and covenants that:

3.1 Authorization. The Investor has full power and authority either as an individual, if the Investor is an individual, or as a corporation or other entity, as applicable, to enter into this Agreement and such agreement constitutes a valid and legally binding obligation, enforceable against the Investor in accordance with its terms. All actions necessary to authorize the execution, delivery and performance of the Investor's obligations under this Agreement have been taken. No additional action by the Investor is required to authorize the execution, delivery or performance of the Investor's obligations under this Agreement.

3.2 Purchase Entirely for Own Account; No General Solicitation. This Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by the Investor's execution of this Agreement the Investor hereby confirms, that the Shares to be received by the Investor (the "Securities") will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in or otherwise distributing the same. By executing this Agreement, the Investor further represents that the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities. The Investor has not seen or received any advertisement or general solicitation with respect to the sale of the Shares.

3.3 Disclosure of Information. The Investor believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Shares. The Investor further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Shares and the business, properties, prospects and financial condition of the Company.

3.4 Investment Experience. The Investor is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment including the loss of the Investor's entire investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares.

3.5 Accredited Investor. The Investor has read the definition of "accredited investor" attached to this Agreement as Exhibit C. The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated by the Securities and Exchange Commission (the "SEC") under the Act.



3.6 No Review of the Sale of the Shares. The Investor acknowledges that no state or federal regulatory agency has reviewed or passed on the merits of the sale of the Securities and that the Securities have not been registered or qualified under the Act or any applicable state securities laws.

3.7 Restricted Securities. The Investor understands that the Securities it is purchasing are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such Securities may be resold without registration under the Act only in certain limited circumstances. In the absence of an effective registration statement covering the Securities or an available exemption from registration under the Act, the Securities must be held indefinitely. In this connection, the Investor represents that the Investor is familiar with Rule 144 promulgated by the SEC under the Act ("Rule 144") and understands the resale limitations imposed thereby and by the Act, including without limitation the Rule 144 condition that current information about the Company be available to the public. Such information is not now available and the Company has no present plans to make such information available.

3.8 Right of First Refusal. The Investor acknowledges that pursuant to the terms of this Agreement, the Investor may not sell, transfer, assign, pledge, hypothecate or otherwise dispose of all or part of the Securities without first offering such Securities to the Company or the Company's assigns pursuant to a right of first refusal granted herein.

3.9 Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company to be bound by this Section 3, and:

(a) There is then in effect a registration statement under the Act a registration or qualification under applicable state securities laws covering such proposed disposition and such disposition is made in accordance with such registration statement and in compliance with such state securities laws; or

(b) The Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) the Investor shall have furnished the Company with an opinion of counsel to the Investor, in a form satisfactory to the Company in the Company's sole discretion, that such disposition will not require registration or qualification of such shares or disposition under the Act or applicable state securities laws.

3.10 Legends. It is understood that the certificates evidencing the Securities may bear one or more legends restricting the transfer thereof or indicating the existence of restrictions on such transfer including without limitation legends substantially as set forth in this Section 3.8:

(a) "THESE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR

ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT AND QUALIFICATION UNDER APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION AND QUALIFICATION IS NOT REQUIRED."

(b) "THE SALE, TRANSFER OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A RIGHT OF FIRST REFUSAL GRANTED IN FAVOR OF THE ISSUER AND ITS ASSIGNS PURSUANT TO AN AGREEMENT BETWEEN THE ISSUER AND THE HOLDER HEREOF. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

(c) Any legend required by the laws of the State of California, including any legend required by the California Department of Corporations and Sections 417 and 418 of the California Corporations Code.

(d) Any legend required by the laws of the State of Nevada.

(e) Any law require by the applicable laws of any other state.

3.11 Tax Advisors. The Investor has reviewed with the Investor's own tax advisors the federal, state and local tax consequences of this investment, where applicable, and the transactions contemplated by this Agreement. The Investor is relying solely on such advisors and not on any statements or representations of the Company or any of its agents and understands that the Investor (and not the Company) shall be responsible for the Investor's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

3.12 Title to Property and Assets. The property and assets the Investor owns listed in Exhibit A are owned by the Investor free and clear of all mortgages, liens, loans and encumbrances, except (i) for statutory liens for the payment of current taxes that are not yet delinquent, and (ii) for disclosed liens, encumbrances and security interests.

3.13 Intellectual Property. The Investor owns or possesses sufficient legal right to transfer all Intellectual Property listed in Exhibit A, free and clear of all liens, charges, claims and restrictions, all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, intellectual property, and other proprietary rights and processes necessary without any conflict with, or infringement of, the rights of others. There are no outstanding options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, intellectual property, and other proprietary rights and processes of any other person or entity. The Investor has not received any communications alleging that the Investor has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, trade secrets, intellectual property or other proprietary rights or processes of any other person or entity.

### 3.14 Tax Returns, Payments and Elections

The Investor has timely filed all Federal, state, county, local and foreign tax returns and reports required by law. These returns and reports are true and correct in all material respects. The Investor has paid all Federal, state, county, local and foreign taxes and other assessments due, if any. No Federal income tax return of the Investor has ever been audited by the Internal Revenue Service, no controversy with respect to taxes of any type relating to the Investor or its business or, to the best knowledge of the Investor, threatened, and the Investor has never had any tax deficiency proposed or assessed against it or executed any waiver of any statute of limitations on the assessment or collection of any tax or governmental charge. The Investor has withheld payroll taxes collected from each payment made to each of its employees the amount of all taxes (including without limitation federal income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected from each payment made to each of its employees, and has paid the same to the proper tax receiving officers or authorized depositories.

3.15 Litigation. There is no action, suit, proceeding or investigation pending, or to the Investors' knowledge, currently threatened against the Investor that questions the validity of this Agreement or the right of the Investor to enter into such agreement or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the business, assets or condition or ability of Investor to consummate this Agreement.

3.16 Compliance with Other Instruments. To the knowledge of the Investor, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any violation, or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any material agreement to which the Investor is a party or an event that results in the creation of any lien, charge or encumbrance upon any of the Exhibit A assets.

3.17 Disclosure. The Investor has fully provided the Company with all the information that the Company has requested for deciding whether to purchase the Investor's assets listed in Exhibit A.

4. Corporate Securities Law. THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA OR THE REGULATORY AGENCY OF ANY OTHER APPLICABLE STATE AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION FOR SUCH SECURITIES PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, 25102.1 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE AND APPLCABLE EXEMPTIONS UNDER THE LAWS OF ANY APPLICABLE JURISDICTION. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

5. Conditions of Investor's Obligations at Closing. The obligations of the Investor to the Company are subject to the fulfillment on or before the Closing of each of the following conditions, unless otherwise waived:

5.1 Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

5.2 Marketing Agreement. The Investor has executed and delivered to the Company a mutually agreed Marketing Agreement to promote the Company for a term of three years. Investor shall receive compensation as follows:

*Quarter has been paid on monies under the contract - can't assert claim and in force.*

- Seventeen thousand dollars (\$17,000) within 30 days of Closing
- Sixteen thousand dollars (\$16,000) within 60 days of Closing
- Seventeen thousand dollars (\$17,000) within 90 days of Closing
- Twelve Thousand Five Hundred Dollars (\$12,500) on 3/31/06.
- Twelve Thousand Five Hundred Dollars (\$12,500) on 6/31/06.
- Twelve Thousand Five Hundred Dollars (\$12,500) on 9/31/06.
- Twelve Thousand Five Hundred Dollars (\$12,500) on 12/31/06.
- Twelve Thousand Five Hundred Dollars (\$12,500) on 3/31/07.
- Twelve Thousand Five Hundred Dollars (\$12,500) on 6/30/07
- Twelve Thousand Five Hundred Dollars (\$12,500) on 9/30/07
- Twelve Thousand Five Hundred Dollars (\$12,500) on 12/31/07.

*Not done*  
5.3 Bill of Sale. Investor will deliver to the Company at Closing a mutually agreed Bill of Sale, transferring all rights title and interest in all assets listed in Exhibit A to the Company. Investor agrees to execute all documents necessary to consummate such transfer and shall provide all source code for any websites listed in Exhibit A.

5.4 Delivery and Documents. The Investor shall have executed and delivered such other documents or instruments, duly authorized and executed, as the Company may reasonably request in connection with the transactions contemplated herein.

5.5 Employment Agreement. A three (3) year employment with Joe Kennedy ("Kennedy") naming Kennedy Chief Operating Officer (COO) of the Company with an annual salary of \$10. Joe Kennedy will be permitted to teach Seller Agency courses at the request of a third party, and as long as said engagement is not in an area where a RealtyU Affiliate is offering the Seller Agency course. Teaching engagements by Kennedy may not detract from Kennedy's responsibilities as COO of the Company and is subject to approval by the Company, which approval will not be unreasonably withheld. Kennedy will be entitled to keep said speakers fee (as long as said speaker's fee is in line with what is the average teaching fee for Seller Agency courses being taught). All course or licensing fees, where applicable, as well as all Company membership and/or designation fees will be for the account of Company. Should Company decide to charge educators a course licensing fee for usage of the courseware, both Joe Kennedy

and RealtyU, will be exempt from paying this fee in perpetuity. RealtyU may, at its sole decision, as it is currently the practice, charge or waive a course fee to its Affiliates. All membership fees, effective the date of this contract, both for existing members as well as future members, will be for the benefit and account of Company.

5.6 Non Compete. The Investor and Joe Kennedy shall execute a mutually agreed non compete with the Company involving the business of Seller Agency courses and designations.

5.7 Shareholder Consent. The Investor shall provide the Company a consent from the Shareholder's of the Investor to enter into this Agreement and to transfer the assets listed in Exhibit A.

5.8 Performance. The Investor shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

6. Conditions of the Company's Obligations at Closing. The obligations of the Company to the Investor under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by the Investor:

6.1 Representations and Warranties. The representations and warranties of the Investor contained in Section 3 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

6.2 Payment of Purchase Price. The Investor shall have delivered the Company Shares duly endorsed.

7. Restrictions on Transfers; Right of First Refusal.

7.1 Notice of Transfer ("RFR Notice"). If the Investor proposes to effect any transfer, sale, assignment, exchange, charge, pledge, gift, hypothecation, conveyance, encumbrance or other disposition whether direct or indirect, voluntary or involuntary, by operation of law or otherwise (hereinafter, a "Transfer") of all or any part of its Shares (the "Transfer Shares") to any natural person or persons, corporations, limited liability partnerships, general partnerships, limited liability companies, joint stock companies, joint ventures, associations, companies, divisions, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities (hereinafter, a "Person") having the financial wherewithal to consummate such Transfer (each, a "Purchaser"), the Investor shall promptly give written notice (the "RFR Notice") to the Company at least twenty (20) business days prior to the closing of such Transfer. The RFR Notice shall include all of the material terms and conditions relating to the proposed Transfer, the type of Shares to be sold, the purchase price of each Share to be sold in monetary terms (the "Sale Price") and the identity of the Purchaser.

7.2 Notice of Exercise. Upon receipt of an RFR Notice, the Company or its assigns shall have the right, but not the obligation, to purchase all or any part of the Transfer Shares at the Sale Price, and otherwise on the same terms and conditions as set forth in such RFR Notice. The election by the company, or the Company's assigns, to purchase the Transfer Shares

in accordance with this Section 7 shall be exercisable by the delivery by the Company, or the Company's assigns, of written notice (the "Notice of Exercise") specifying the number of Transfer Shares to be purchased by the Company, or the Company's assigns, to the Investor within fifteen (15) business days after the date on which the Company shall have received the applicable RFR Notice (such period, the "RFR Exercise Period").

7.3 Sale Upon Exercise. The Sale Price for the Transfer Shares which are specified in the Notice of Exercise shall be payable in full without within a reasonable period of time of delivery of the Notice of Exercise, but in any event no later than thirty (30) days after delivery thereof. Pending such payment, Investor shall not be entitled to Transfer any of the Transfer Shares to the Purchaser or any other Person. The Investor shall be required to make any representation or warranty in connection with the Transfer of the Transfer Shares to the Company or the Company's assigns as the Company may reasonably request including without limitation representations as to the Investor's ownership and authority to sell, free of liens, claims and encumbrances (other than appropriate permitted liens and encumbrances).

7.4 Transfers to Purchaser. If the Sale Price is not delivered within such 30 day period or if the Company, or its assigns, should decline to exercise this right of first refusal, then, subject to the other restriction on such Transfers contained herein, the Investor may sell or transfer the Transfer Shares to the Purchaser, in manner and for the Sale Price set forth in the RFR Notice provided that such sale or transfer is completed and closed within sixty (60) days following the end of the RFR Exercise Period. If the sale or transfer is not completed and closed within such sixty (60) day period, the Investor shall again offer the Transfer Shares to the Company in accordance with the provisions of this Section 7 prior to any such Transfer.

7.5 Opinion of Counsel. The Securities have not been registered or qualified under applicable federal and state securities laws. The Investor hereby covenants and agrees that the Investor will not sell, offer for sale, pledge, hypothecate or otherwise Transfer any of the Securities in the absence of registration and/or qualification under applicable federal and state securities laws unless the Investor first presents to the Company an opinion of counsel to the Investor in form satisfactory to the Company (in the sole discretion of the Company) that such registration and /or qualification is not required under the applicable federal and state securities laws.

7.6 No Transfers in Violation of Securities Laws. The Investor hereby covenants and agrees that the Investor will not sell, offer for sale, pledge, hypothecate or otherwise Transfer any of the Securities except in compliance with all applicable federal and state securities laws. The Investor agrees that any purported Transfer in violation of such laws is void ab initio and the Company shall have no obligation to any transferee of such Transfer or to record or recognize any such Transfer on the books and records of the Company.

7.7 Conditions to Transfers. Prior to the consummation of any Transfer permitted by this Agreement and as a condition thereof, the transferring Investor shall cause its transferee, to execute and deliver to the Company a written agreement in form and substance reasonably satisfactory to the Company providing that such transferee shall be bound by and shall fully comply with the terms of this Agreement.

7.8 Termination Preference. In the event of any liquidation, dissolution or winding up of the corporation, either voluntary or involuntary, or the termination of the employment agreement of Kennedy before the expiration of the initial term,, Kennedy shall be entitled to use the materials and specifically to teach the ASR courseware for a period of 25 years. Usage of the courseware will bear no cost to Kennedy. Kennedy is however restricted to offering said ASR course only personally and at reasonable market related fees. He may not directly or indirectly license, sub contract or resell said the materials and courseware to any third party who may resell or teach the course.

8. Miscellaneous.

8.1 Survival. The warranties, representations and covenants of the Investor contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing.

8.2 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

8.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten days advance written notice to the other parties hereto.

8.6 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction. The Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, partners, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a

finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

8.7 Amendments and Waivers. Any term of this Agreement may be amended by the written consent of the parties hereto. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the consent of the party or parties entitled to enforce such observance. Any amendment or waiver consummated in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding, each future holder of all such securities and the Company.

8.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

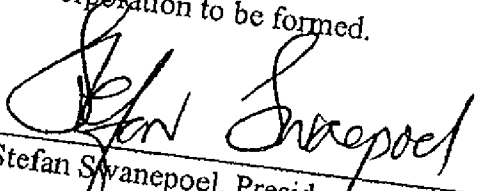
8.9 Entire Agreement. This Agreement constitutes the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein.

8.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Seller Agency Council

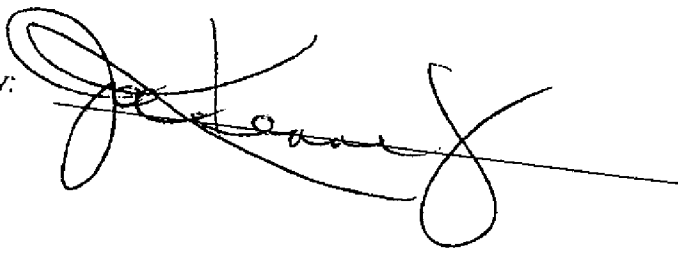
a Nevada corporation to be formed.

By:   
Stefan Swanepoel, President

Address

8 Argonaut Street, Suite 100  
Aliso Viejo, California 92656

INVESTOR:

By: 



Joe Kennedy

Address

3206 E. Post Woods Drive

Atlanta, GA 30339

**SCHEDULE A**  
**Schedule of Exceptions**

None

**EXHIBIT A**  
**ASR BUSINESS ASSETS**

All intellectual property pertaining to the ASR Business include:

1. Updated Seller Agency courseware, PowerPoint, instructors guides, student workbooks, tests, exam key, certificates, etc.;
2. All trademarks including: a) Logo with House and ASR; b) Logo with house, ASR and Accredited Seller Representative underneath; c) ASR, and; d) Accredited Seller Representative (pending); Accredited Seller Agency Council; and the ASR@ Designation itself.
3. The Accredited Seller Agency Council with all associated infrastructure;
4. Data of all individuals that have completed the course (customer lists and history);
5. Data for all current and pending designees;
6. The website [www.selleragency.com](http://www.selleragency.com) including source code
7. All domain registrations relating to Seller Agency, including:
  - SellerAgency.com
  - SellerRepresentativeSpecialist.us
  - SellerRepresentativeSpecialist.info
  - SellerRepresentativeSpecialist.biz
  - SellerRep.com
  - AccreditedSellerRepresentative.com;
8. Contracts and Agreements:
  - With the South Carolina Association of REALTORS (Exclusive for 1 Year – calendar year 2005);
  - Georgia Association of REALTORS (GAR) – non-exclusive, either party can terminate upon 30 day notice;
  - Atlanta Board REALTORS; non-exclusive – non-exclusive, either party can terminate upon 30 day notice.

- Kennedy affirms that the Agreement with Professional Development Group (dba Real Net Learning Services) dated 10/28/04 was ~~mutually~~ terminated by both parties.

due to Breach by Realnet / Prog. Development  
Nump. JK  
9/8/05

JK

## EXHIBIT B

### SAC BUSINESS ASSETS

1. The Seller Agency Council with all associated infrastructure;
2. The website [www.selleragencycouncil.com](http://www.selleragencycouncil.com) including source code;
3. Pending trademark applications for Certified Sellers Agent and CSA;
4. Data of all individuals that have completed the course (customer lists and history);
5. Data for all current and pending designees;
6. All Seller Agency domains including:
  - SellerAgency.net
  - SellerAgency.org
  - SellerAgencyCouncil.com
  - SellerAgencyCouncil.net
  - SellerAgencyCouncil.org
  - SellersAgencyCouncil.com
  - SellerAgentCouncil.com
  - SellersAgentCouncil.com
  - AccreditedSellerAgencyCouncil.com
  - AccreditedSellerAgencyCouncil.net
  - AccreditedSellerAgencyCouncil.org
  - CertifiedSellersAgent.com
  - CertifiedSellersAgents.com
  - CertifiedSellerAgent.com
  - CertifiedSellerAgents.com
  - CertifiedSellerAgency.com
  - CertifiedSellersAgency.com
  - CertifiedSellerSpecialist.com
  - CertifiedSellersSpeciliast.com
  - SellerAgencySpecialist.com
  - SellersAgentSpecialist.com
  - SellerRepresentativeSpecialist.com
  - SASCouncil.com
  - SASCouncil.org
  - SACouncil.com
  - NASAC.com
  - Resac.net

## EXHIBIT C

### Definition of "Accredited Investor"

**Reg. § 230.501.** As used in Regulation D [ §§ 230.501-230.508 ], the following terms shall have the meaning indicated:

(a) *Accredited investor.* "Accredited investor" shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;

(6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii); and

(8) Any entity in which all of the equity owners are accredited investors.