

**IF YOU NEED A COPY OF THIS LEASE FOR YOUR RECORDS, PLEASE MAKE A COPY.
ALL ATTACHMENTS ARE PART OF THIS LEASE. READ THEM BEFORE SIGNING BELOW.**

KEYHOLDER LEASE AGREEMENT

THIS KEYHOLDER LEASE AGREEMENT (this "Lease") is entered into as of the date set forth in Exhibit A (the "Commencement Date"), by and between the keyholder referenced in the signature block ("KEYHOLDER"), a participant or subscriber of SANDICOR, Inc., a California corporation ("Organization"), and Supra, Division of GE Interlogix, Inc., a Delaware corporation, and its successors and assigns and any designees ("Supra"). KEYHOLDER and Supra agree as follows:

1. LEASE AGREEMENT

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, both of which are used with certain specified personal digital assistants and the software provided by Supra ("Software") (collectively, the "eKEY"). The eKEY and the DisplayKEY are collectively referred to as the "Equipment." In addition, Supra hereby grants to KEYHOLDER (i) a limited non-exclusive, non-transferable license to use the network provided with and necessary for the use and operation of the Equipment (the "Network") for the Term (as defined in Section 1(b) below) and (ii) a limited, non-exclusive, nontransferable license to use the Software for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the applicable User's Guide, which will be provided to KEYHOLDER and is incorporated herein by reference. KEYHOLDER may have previously leased or purchased keyboxes from Supra, which are not included in the definition of the Equipment.

b. This Lease shall commence on the Commencement Date and have a term ("Term") until February 8, 2010, unless terminated earlier or extended pursuant to the provisions of this Lease. The Term shall automatically extend for successive additional one (1) year periods, unless (i) either party provides a written notice of non-extension at least sixty (60) days in advance of the then current Term or (ii) this Lease is terminated in accordance with Section 11 below.

c. KEYHOLDER acknowledges and agrees that she or he must comply with the Rules and Regulations relating to the 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 of 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 (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and KEYHOLDER agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

d. KEYHOLDER acknowledges that, in order to make the Service available to KEYHOLDER, Organization and Supra entered into a Services and Administration Agreement (the "Administration Agreement"), that provides, among other things, the terms under which Supra will provide the Service to Organization and KEYHOLDER, and a Data Transfer and Use Agreement that provides, among other things, the terms under which Organization will provide MLS information to Supra, including agent information, to allow the Service to operate effectively. **KEYHOLDER understands that, if the Administration Agreement is terminated for any reason during the Term of this Lease, the Service may no longer be available to KEYHOLDER, and in such event this Lease will terminate in accordance with Section 11 below. KEYHOLDER further acknowledges and agrees that, under the terms of the Administration Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Lease, which may result in an increase of the System Fee (as defined in Section 3(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 three 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 to perform any of their respective obligations under the Administration Agreement may detrimentally affect KEYHOLDER's use of the Service. **KEYHOLDER agrees that Organization shall not 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 the use of or inability to use the Service for any purpose whatsoever whether or not KEYHOLDER has been advised of the possibility of such damages.**

e. Supra may discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased hereunder is lost, destroyed or damaged, Supra may replace that Equipment with refurbished Equipment ("Replacement") which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered. Any Replacement shall be available at the following prices:

DisplayKEY	DisplayKEY Cradle	eKEY Shell	eSYNC Cradle
\$150.00	\$99.00	\$150.00	\$189.00

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.

2. TITLE AND USE KEYHOLDER hereby acknowledges and agrees that the Service, including all its components, and the Equipment, are and shall at all times remain the property of Supra. All additions, attachments, replacement parts and repairs to the Equipment, and any Replacements shall become part of the Equipment and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of Supra.

3. PAYMENTS

a. **DURING THE TERM OF THIS LEASE, KEYHOLDER SHALL PAY TO SUPRA A FEE FOR THE LEASE AND USE OF THE SERVICE (THE "SYSTEM FEE") AS DESCRIBED IN SECTION I OF EXHIBIT A. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LEASE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 11.**

b. If KEYHOLDER is leasing a DisplayKEY, KEYHOLDER shall be required to pay when entering into this Lease on the Commencement Date, the full amount of the annual DisplayKEY System Fee if the key issuance occurs before **May 9th** of the relevant year, 75% of the annual System Fee if the key issuance occurs thereafter but before **August 9th** of the relevant year, 50% of the annual System Fee if the key issuance occurs thereafter but before **November 9th** of the relevant year, or 25% of the annual System Fee if the key issuance occurs thereafter but before the next annual System Fee is due on **February 9th** of the relevant year; **plus** subsequent annual System Fees on each **February 9th** thereafter during the Term of this Lease.

c. If KEYHOLDER is leasing an eKEY, KEYHOLDER shall be required to pay, 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 initial System Fee when entering into this Lease on the Commencement Date; **plus** subsequent monthly System Fees on the **9th** day of each month thereafter during the Term of this Lease.

d. Intentionally Omitted.

e. KEYHOLDER shall be liable to Supra for the amount of all applicable tax for a DisplayKEY or eKEY.

f. Upon execution of this Lease, or upon the annual billing date for the SERVICE, 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 thirty (30) 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 rights to automatic charges or debits to the Credit/Debit Account during the Term of this Lease.

h. KEYHOLDER agrees to pay to Supra a late fee of \$25.00 for any System Fee that is not received by Supra within five (5) 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.

i. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF 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 OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

4. **RISK OF LOSS; RETURN OF EQUIPMENT**

a. No loss, damage or destruction to the Equipment shall relieve KEYHOLDER of any obligation under this Lease, except to the extent any such loss, damage or destruction is directly caused by Supra. The cost for replacing any Equipment that is lost, damaged or destroyed is set forth in Section 1(e) above. Replacements may be refurbished Equipment.

b. 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 specify, all of the Equipment with all Software and any components included within the Service that have been leased to KEYHOLDER pursuant to this Lease. The Equipment and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

5. **ASSIGNMENT BY SUPRA** Supra may at any time assign or transfer its interests 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 of this Lease.

6. **REPRESENTATIONS AND COVENANTS** KEYHOLDER covenants and agrees:

a. If KEYHOLDER misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against Supra or Organization relating to such misuse, KEYHOLDER agrees to indemnify, defend and hold harmless Supra and/or Organization, and its respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and 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 and/or Organization in such proceeding.

b. That Supra shall not 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 the use or inability to use the Service for any purpose whatsoever whether or not KEYHOLDER has been advised of the possibility of such damages.

c. That KEYHOLDER will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, decompile, 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 Supra 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 the KeyBoxes within twenty (20) days after KEYHOLDER receives written notice of such action.

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

7. **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 required under this Lease within five (5) days after the date that such payment is due, including without limitation, if this Lease is for an eKEY and there is insufficient available 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 3(e) of this Lease; or

(iii) Failure of KEYHOLDER to observe or perform any of her or his other material obligations under this Lease, if such failure continues for thirty (30) days after written notice of such failure from Supra; or

(iv) 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. Each of the following events shall be an Event of Default by Supra under this Lease:

(i) The termination of the Administration Agreement for any reason; or

(ii) Failure of Supra to observe or perform any of its material obligations under this Lease, if such failure continues for thirty (30) days after written notice of such failure from KEYHOLDER; 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 Supra; 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.

8. **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 to Supra;

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

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

(iv) Charge against the Credit/Debit Account or bill the KEYHOLDER for any outstanding amounts owed under this Lease through the date of termination, including any applicable liquidated damages for the failure to return the Equipment; and/or

(v) Take any and all actions necessary to collect all amounts currently due and owing 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.

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 pay Supra any outstanding amounts owed under this Lease, including any applicable liquidated damages for the failure to return the Equipment.

c. If Supra deactivates the Service because of a 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 owed under this Lease and the reasonable costs and attorneys' fees incurred by Supra in connection with collecting under this Lease. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Supra shall reactivate the Equipment within twenty-four (24) hours.

d. 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 by KEYHOLDER, and waives all claims or losses caused by or related to any repossession or termination of use.

e. In the event that Supra institutes any action for the collection of amounts due and payable hereunder, the prevailing party shall be entitled to all reasonable costs and attorneys fees incurred by the prevailing party in connection with the collection action.

e. Neither party's failure or delay in exercising any right or remedy that party has under this Lease shall operate as a waiver thereof or of any subsequent breach or of such right or remedy.

9. **ARBITRATION; LITIGATION** 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 San Diego, California; 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 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 attorneys fees in such action and in any appeals therefrom or reviews thereof.

10. 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 being notified at its address set forth in the signature block of this Lease, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail; or one (1) day after the day deposited with an overnight delivery service.

11. TERMINATION

a. KEYHOLDER may terminate this Lease at any time by returning the Equipment to Supra and paying Supra any amounts owing prior to such termination, including (i) any applicable liquidated damages for the failure to return the Equipment (see Section 11(c) below) and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees which would have become owing after the date of termination of this Lease are released and discharged by Supra.

b. Supra may terminate this Lease upon termination of the Administration Agreement for any reason, including without limitation, a default by Organization under the Administration Agreement or an upgrade of the Service by Organization. Upon termination, KEYHOLDER shall be obligated to satisfy the obligations set forth above in Section 11(a).

c. In the event that KEYHOLDER fails to return all Equipment leased to KEYHOLDER upon termination of this Lease 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:

DisplayKEY	DisplayKEY Cradle	eKEY Shell	eSYNC Cradle
\$150.00	\$99.00	\$150.00	\$189.00

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.

12. 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 11, and entering into a new Keyholder Lease Agreement with Supra. If KEYHOLDER has previously leased a DisplayKEY and subsequently elects to lease an eKEY, KEYHOLDER shall be entitled to a prorated credit of the annual DisplayKEY System Fee towards the first monthly eKEY System Fee according to the following schedule: 100% of the annual System Fee if the change of service precedes the end of the Initial Period; 75% of the annual System Fee if the change of service occurs thereafter but before **May 9th** of the relevant year; 50% of the annual System Fee if the change of service occurs thereafter but before **August 9th** of the relevant year; and 25% of the annual System Fee if the change of service occurs thereafter but before **November 9th** of the relevant year. If there is a change of service thereafter but before the next annual System Fee is due on **February 9th** of the relevant year, there shall be no prorated credit of the annual DisplayKEY System Fee towards the first monthly eKEY System Fee. In the event that any credit to KEYHOLDER because of a change of service exceeds the amount required to pay the first monthly eKEY System Fee, KEYHOLDER shall receive a refund of the remaining credit by electronic credit either to the Credit/Debit Account. If KEYHOLDER has previously leased an eKEY and subsequently elects to lease a DisplayKEY at any time, KEYHOLDER shall not receive any credit towards the annual DisplayKEY System Fee.

13. WARRANTY All items of Equipment used in connection with the Service and manufactured by Supra are warranted to be free from all defects in workmanship and materials, to be fit for the particular purpose for which KEYHOLDER will use such EQUIPMENT, to conform in all material respects to their written documentation and specifications (including the then current "User's Guide"), and to be compatible with the Service and have the functionality described in the applicable "User's Guide," for the term of the Lease. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Lease. KEYHOLDER must return any defective system component under warranty to Supra at Supra's sole cost and expense and Supra shall pay to return all repaired or replacement Equipment to KEYHOLDER. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components.

14. GENERAL PROVISIONS

a. This Lease constitutes the entire agreement between Supra and KEYHOLDER relating to the lease of Equipment and use of the Service.

b. Provided that KEYHOLDER has returned 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 California.

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.

[EXHIBIT A ON FOLLOWING PAGE.]