

## SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into between the U.S. Department of Housing and Urban Development (hereinafter "HUD" or "Department") and Mavnaa, Inc., a Maryland corporation, t/a ReMax One, located at 4201 Northview Drive, Bowie, Maryland 20716 ("Respondent" or "ReMax One"). HUD and the Respondent shall be collectively referred to as the "Parties"; and

Whereas, the Secretary is authorized by Section 19 of the Real Estate Procedures Act, 12 USC 2601, et seq., (hereinafter RESPA or Act) to investigate any facts, conditions, practices, or matters deemed necessary to determine whether any person, as defined in Section 3(5) of the Act, has violated or is about to violate any provision of the Act or any rule or regulation prescribed pursuant thereto;

Whereas, Section 8(a) of RESPA and the implementing regulations at 24 CFR §3500.14, prohibit the giving or accepting of any fee, kickback or thing of value pursuant to an agreement or understanding, oral or otherwise, that business incident to or part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person; and

Whereas, the Department has conducted an investigation into Respondent's business practices;

Whereas, the Department has determined ReMax One is a real estate brokerage providing real estate settlement services in connection with federally related mortgage loans; and

Whereas, the Department has determined Your Title Company, LLC is a wholly owned affiliated business arrangement of ReMax One providing title insurance, escrow, and closing services in connection with federally related mortgage loans; and

Whereas, the Department has concluded that the Respondent gave things of value in exchange for the referral of real estate service business in that it had different disbursement procedures for real estate agents as to the delivery of their commission checks based upon whether there was a referral to its affiliated business. More specifically, when a real estate agent referred a buyer to the affiliate, Your Title Company, the agent received his commission check from ReMax One within 24 hours of the time of settlement disbursement instead of the 72 hour standard disbursement;

Whereas, based upon the results of its investigation, HUD determined that ReMax One violated Section 8(a) of RESPA and the implementing regulations; and

Whereas, Respondent does not agree with HUD's determinations; and

Whereas, Respondent has cooperated with HUD's investigation; and

Whereas, this Settlement Agreement shall not constitute an admission of liability or fault on the part of the Respondent; and

Whereas, the parties to this Settlement Agreement now desire to avoid further expense and proceedings and to settle this matter under the terms and conditions set forth below; and

Whereas, the terms set forth in this Settlement Agreement are appropriate dispositions of this matter and in the public interest.

NOW THEREFORE, in consideration of the mutual promises and representations set forth herein, and in further consideration for HUD's reliance upon the substantial accuracy and good faith of the representations and submissions made to it by Respondents, the Parties, intending to be legally bound, agree as follows:

1. The "Effective Date" of this Agreement means the date on which it has been signed by the Assistant Secretary for Housing - Federal Housing Commissioner.
2. Respondent agrees to comply with all provisions of RESPA, its implementing regulations, and HUD policy statements and to conduct business in a manner consistent with such, including ceasing any conduct that reflects payment of a thing of value in exchange for the referral of real estate settlement service business.
3. Respondent agrees to follow the same payment procedure for all real estate agents as to the delivery of their commission checks regardless of whether there was a referral to its affiliated businesses.
4. Within 30 days of the effective date of this Agreement, the Respondent will make a settlement payment of Five Thousand Dollars (\$5,000.00) payable to the United States Treasury and delivered to counsel for HUD.
5. Respondent hereby waives releases, remits, and compromises any and all claims against the Department, or any of its employees, agents, or representatives, with respect to this matter or this Agreement.
6. Based on compliance with this Agreement, the Department will terminate its investigation of the Respondents, and hereby waives, releases, remits, and compromises any and all claims, causes, and actions, direct or indirect, and agrees to take no enforcement action under RESPA or the implementing regulations against the Respondents, its subsidiaries, successors, or assigns,

with respect to the business practices that were the basis of HUD's investigation in this matter, unless such practices recur.

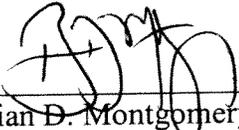
7. By this Agreement, the parties do not waive, compromise, or release any claims or causes of actions against any other person or entity not expressly released by this Agreement.
8. Should Respondent fail to comply with the terms set out above, HUD may take appropriate enforcement action, and/or refer the matter to other governmental authorities for further action.
9. Each party shall bear its own costs and attorney's fees.
10. This Settlement Agreement applies to and binds each of the persons or entities identified in the first paragraph of this Agreement, its successors, directors, officers, employees, agents, representatives, and assigns.
11. Each signatory to this Settlement Agreement warrants that his execution of this Agreement is duly authorized, executed, and delivered by and for the entity for which he signs.

**Mavnaa, Inc.**, a Maryland corporation

By:   
Richard Rose, President

4/18/08  
Date

**U.S. Department of Housing and Urban Development:**

By:   
Brian D. Montgomery  
Assistant Secretary for Housing-Federal  
Housing Commissioner

6/10/08  
Date