



2470 El Camino Real, Suite 210
Palo Alto, CA 94306
(650) 475-2540

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT REGARDING THE MUTUAL DISCLOSURE OF PROPRIETARY INFORMATION (the "Agreement") is made as of 7/24/2002 ("Effective Date") by and between Andrew Fishman and Homes.com, Inc.

1. Definition of Confidential Information. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is marked or otherwise identified orally or in writing by the Disclosing Party as confidential or proprietary and shall include, without limitation, (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future or proposed products or services of the Disclosing Party; (b) trade secrets, drawings, works of authorship, inventions, know-how, software programs and software source documents; (c) information regarding research, development, new service offerings and products, marketing and selling, business plans, budgets and unpublished financial statements, licensing and distribution arrangements, prices and costs and suppliers and customers; (d) the existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of the Disclosing Party.

2. Non Disclosure of Confidential Information.

(a) Each Receiving Party agrees that it will not make use of, reproduce, disseminate, or in any way disclose to any person, firm or business, any Confidential Information of the Disclosing Party, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the Disclosing Party, including subsidiaries, in connection with pursuing a business relationship.

(b) Each Receiving Party agrees that it shall disclose Confidential Information of the Disclosing Party only to those of its employees, contractors or other agents who need to know such Confidential Information and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement.

(c) Each Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, and represents that it exercises at least reasonable care to protect its own Confidential Information.

(d) Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

(e) Confidential Information shall not include any information that either: (a) was in the public
Subject: Mutual NDA

EXHIBIT 13

HOM1311
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Dr. 41
EXHIBIT NO. 41
2-14-05 3 pp
B. OWENS
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domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; (c) was in the Receiving Party's possession, free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; or (e) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as required by law or as necessary to establish the rights of either party under this Agreement provided that the Disclosing Party is given prior notice of the intent to disclose to the extent reasonably practical and an opportunity to seek appropriate protection of the confidential nature of the information to the extent reasonably practical.

3. Return of Materials. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party. The Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material or medium containing or representing such Confidential Information, upon the written request of the Disclosing Party.

4. No Licenses. Neither party acquires any licenses under any intellectual property right of the other party under this Agreement, including without limitation patent, trademark, and copyrights.

5. Non-Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

6. Term and Termination. This Agreement shall govern all information exchanged between the parties during the period from the Effective Date of this Agreement to the earlier of the date (i) on which either party receives from the other written notice that subsequent information shall not be so governed or (ii) 6 months after the last discussion between the parties provided no business relationship or arrangement exists at that time (either a "Termination"). The parties' obligations under Section 2 with respect to any previously disclosed Confidential Information shall continue for a period of three (3) years after Termination of this Agreement.

7. Remedy. Due to the unique nature of the Confidential Information, each party understands, acknowledges and agrees that a Disclosing Party may suffer irreparable harm in the event that a Receiving Party fails to comply with the obligation hereunder and that, in the event of such breach, there would be no adequate remedy at law to fully compensate Disclosing Party for such breach. Accordingly, the Receiving Party hereby agrees that the Disclosing Party shall be entitled to injunctive relief to enforce the terms hereof upon breach by the Receiving Party or any of its representatives, such injunctive relief to be cumulative with all other legal and equitable remedies.

8. General.

(a) Governing Law; Forum. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California without regard to the conflicts of law provisions thereof.

(b) Non-Solicitation. Each party agrees not to solicit for employment or assistance any employee or independent contractor of the other party, without prior written consent, until 6 months after the termination of the business relationship or arrangement between the parties contemplated herein. The provisions of this section shall not apply to general advertising for employment conducted by a party which is

not directed at any such employee or independent contractor.

(c) Integration. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorized representatives of the parties. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

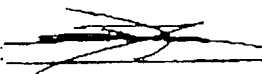
(d) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.


(e) Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

SO AGREED:

Fishman & Davis, LLC

Homes.com, Inc.

By: 

By: 

Print
Name: Andrew Fishman

Print
Name: Tom Orsi

Title: President

Title: CEO

Address: 300 PRESTON AVE #210
Charlottesville, VA 22902

Address: 2470 El Camino Real #210

Fax: 1-877-212-1703

Fax: 650-470-1458

FISHMAN & DAVIS, LLC
c/o Commerce Capital, L.P.
611 Commerce Street, Suite 2602
Nashville, TN 37203
615/244-1432 Fax 615/242-1407

September 13, 2002

VIA UNITED STATES MAIL and
TELECOPY TO: 650/470-1459

Mr. Tom Orsi
President and CEO
Homes.com, Inc
2740 El Camino Real
Suite 210
Palo Alto, CA 94306

RE: Confidential and Proprietary Information of Fishman & Davis, LLC

Dear Mr. Orsi:

It has come to the attention of Fishman & Davis, LLC ("F&D") that its former managing members, Andrew S. Fishman and Brent E. Davis, have recently become employed by or otherwise associated with Homes.com, Inc. ("Homes"). We understand that certain other former employees of F&D, who include, without limitation, John Lorange, Jason Ingram, Kenton Adams and Sarah Julien, likewise may have become employed by Homes. We also have recently received information indicating that Homes is engaged in marketing efforts that include advising customers or prospective customers of F&D that Homes has, or soon will have, a product performing the same functions as F&D's proprietary AgentLink™ product.

The purpose of this letter is to place Homes on notice that any and all software, computer programming language or source codes, data compilations, firmware or related documentation or other information or data related in any way to the products offered by F&D (AgentLink™, NeighborhoodFind™, Channel Reports and/or ListingPlus™) which have been or may be provided to Homes by any of the former F&D employees, constitute unauthorized copies or derivations of F&D's proprietary and trade secret information, which have been obtained and taken away from F&D by improper means. Homes is hereby further placed on notice that any use of such improperly obtained copies or derivations of F&D's confidential and proprietary information will be viewed by F&D as the misuse of its trade secrets, for which F&D reserves the right to seek all available recourse and remedies under applicable law.

EXHIBIT 14

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09/13/2002 09:00 AM

09/13/2002 09:00 AM

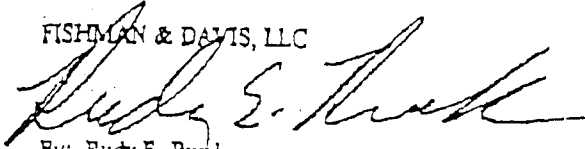
Mr. Tom Orsi
President and CEO
September 13, 2002
Page 2

Please consider this letter to be F&D's demand that Homes immediately and permanently refrain and/or cease and desist from using or retaining any copies or derivations of F&D's proprietary information that have been, or may be, delivered or made available to it by F&D's former employees. In addition, demand is hereby made that any and all copies or derivations of F&D's proprietary software, source codes, data or any other business information be immediately returned to F&D, as the lawful and rightful owner of the same.

We hereby request that you confirm in writing by not later than one week from today's date, that you have not and will not use, copy or retain any copies or derivations of F&D's proprietary information.

Very truly yours,

FISHMAN & DAVIS, LLC



By: Rudy E. Ruzik
Title: Manager

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From: "Joel Parramore" <parramorej@homes.com>
To: "Patty McNease (E-mail)" <mcneasep@homes.com>
Date: 10/9/02 11:16AM
Subject: FW: MonsterDaata Schools Lite issue (new)

Hmmm... so far, so good....

-----Original Message-----

From: Annessa Becker [mailto:annessa@agentlink.com]
Sent: Wednesday, October 09, 2002 2:15 PM
To: Joel Parramore
Subject: RE: MonsterDaata Schools Lite issue (new)

Hello Joel, thank you for bringing this to our attention; I will be happy pass it along to the IT department right away!

Annessa Becker

Director of Operations

annessa@agentlink.com

AgentLink

300 Preston Ave., Suite 210

Charlottesville, VA 22902

P.O. Box 7786

Charlottesville, VA 22906

800-948-7176 ext. 103 or 434-951-9270

Fax: 253-660-7479

-----Original Message-----

From: Joel Parramore [mailto:parramorej@homes.com]
Sent: Wednesday, October 09, 2002 1:47 PM
To: annessa@agentlink.com
Cc: mcneasep@homes.com
Subject: MonsterDaata Schools Lite issue (new)

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Ms. Becker:

I'm the software engineer at Homes.com responsible for our portal content. The Schools Lite feed that we use on the portal for school information appears to have stopped working: the URL that should be displayed comes back with a "500 Server error", e.g., click on the following link to see:

<http://www.neighborhoodplace.com/geochooser/?un=homeslite&pw=etilsemoh&spi=CH%5FHOMES%5FLITE%5FHTML&domain=Schools%28Lite%29&hideaddress=1&zip=32308&fn=zip>

I have your name as being a contact point for troubleshooting issues such as this, but if troubleshooting this should go to someone else, if you'd let me know who, or pass it along to that person, that'd be great.

Regards,

Joel Parramore

=====
Joel Parramore
Software Engineer, Homes.com (www.homes.com)
parramorej@homes.com
(850) 350-7822
=====

HOMES189

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From: "Annessa Becker" <annessa@agentlink.com>
To: "Joel Parramore" <parramorej@homes.com>
Date: 10/10/02 8:38AM
Subject: RE: MonsterDaata Schools Lite issue (new)

Hi Joel, I passed this along to the IT department as a high priority as soon as I received it... I haven't called to ask them, but I think it would be safe to assume they will work on it right away. Hopefully it will be resolved by late today. (I'll send them another note) :-)

Annessa Becker
Director of Operations
annessa@agentlink.com <mailto:annessa@nhfind.com>

AgentLink
300 Preston Ave., Suite 210
Charlottesville, VA 22902

P.O. Box 7786
Charlottesville, VA 22906
800-948-7176 ext. 103 or 434-951-9270
Fax: 253-660-7479

-----Original Message-----

From: Joel Parramore [mailto:parramorej@homes.com]
Sent: Thursday, October 10, 2002 10:10 AM
To: annessa@agentlink.com
Cc: Patty McNease (E-mail)
Subject: RE: MonsterDaata Schools Lite issue (new)

Annessa:

Any word on when this will get resolved?

Regards,
Joel

>

> I checked on pages from property details, and they are giving a 500 error.

> To view, go to

>

>

> http://www.billboeckelman.com/content/listdetail.html/10917221?proppos=1&ag_

>

> id=274977&startpos=1&endpos=10&ids=10917221,10625117,10865425,10281001,10805

> 346&propertyCount=5

>

> Thanks. Patty

>

> -----Original Message-----

> From: Joel Parramore [mailto:parramorej@homes.com]

> Sent: Thursday, October 10, 2002 9:34 AM

> To: mcneasep@homes.com

HOMES190

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> Subject: RE: Stats update
>
>
>
> No.
>
> It appears to be back up partially --- the zip code field on the search
page
> is
> being recognized but it's not giving you the districts associated with
that
> zip
> code as it was doing automatically.
>
> > -----Original Message-----
> > From: Patty McNease [mailto:mneasep@homes.com]
> > Sent: Thursday, October 10, 2002 9:07 AM
> > To: 'Joel Parramore'
> > Subject: RE: Stats update
> >
> >
> > thanks.
> >
> > Any word from Monster?
> >

-----Original Message-----
From: Annessa Becker [mailto:annessa@agentlink.com]
Sent: Wednesday, October 09, 2002 2:15 PM
To: Joel Parramore
Subject: RE: MonsterDaata Schools Lite issue (new)
Hello Joel, thank you for bringing this to our attention; I will be happy
pass it along to the IT department right away!

Annessa Becker
Director of Operations
annessa@agentlink.com <mailto:annessa@nhfind.com>

AgentLink
300 Preston Ave., Suite 210
Charlottesville, VA 22902

P.O. Box 7786
Charlottesville, VA 22906
800-948-7176 ext. 103 or 434-951-9270
Fax: 253-660-7479

-----Original Message-----
From: Joel Parramore [mailto:parramorej@homes.com]
Sent: Wednesday, October 09, 2002 1:47 PM
To: annessa@agentlink.com
Cc: mneasep@homes.com
Subject: MonsterDaata Schools Lite issue (new)

JS

HOMES191

Ms. Becker:

I'm the software engineer at Homes.com responsible for our portal content. The Schools Lite feed that we use on the portal for school information appears to have stopped working: the URL that should be displayed comes back with a "500 Server error", e.g., click on the following link to see:

<http://www.neighborhoodplace.com/geochooser/?un=homeslite&pw=etilsemoh&spi=CH%5FHOMES%5FLITE%5FHTML&domain=Schools%28Lite%29&hideaddress=1&zip=32308&fn=zip>
<<http://www.neighborhoodplace.com/geochooser/?un=homeslite&pw=etilsemoh&spi=CH%5FHOMES%5FLITE%5FHTML&domain=Schools%28Lite%29&hideaddress=1&zip=32308&fn=zip>>

I have your name as being a contact point for troubleshooting issues such as this, but if troubleshooting this should go to someone else, if you'd let me know who, or pass it along to that person, that'd be great.

Regards,
Joel Parramore

=====
Joel Parramore
Software Engineer, Homes.com (www.homes.com)
parramorej@homes.com
(850) 350-7822
=====

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HOMES.COM
 MonsterDaata Product Sales as of 2/11/03
 Payment Collected

Contactid	Order	Active	Cancel	Price \$	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Jan-03	Total Payments	Due
CQ10EA0020RF	5/2/02			299.00	299.00									299.00	-
CQ10EA001LAR	5/3/02			299.00	299.00									299.00	-
CLJGS0000295	5/6/02	5/10/02		299.50	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	269.55	29.95
CQ10EA0004W	5/15/02			299.00	299.00									299.00	-
CQ10EA00037M	5/17/02			299.00	299.00									299.00	-
CKC34A3009RU	6/5/02		7/11/02	29.95		328.95								328.95	(299.00)
CPORW0000096	6/6/02			299.00		299.00								299.00	-
CQ10EA001LLZ	6/6/02	6/6/02	11/20/02	119.70		19.95	19.95	19.95	19.95	19.95	19.95			119.70	-
CQ10EA001PP3	6/6/02			299.00		299.00								299.00	-
CQ10EA002140	6/6/02			299.00		299.00								299.00	-
CU2VF0000263	6/14/02	6/14/02		239.60		29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	239.60	-
CBPCY0003039	6/17/02			199.00		199.00								199.00	-
CQ10EA001S8M	6/17/02			299.00		299.00								299.00	-
CQ10EA001MGL	6/20/02			199.00		199.00								199.00	-
CQ10EA001YRT	6/20/02			299.00		299.00								299.00	-
CQ10EA001HMP	6/21/02			299.00		299.00								299.00	-
CQ10EA001Q4C	6/24/02	6/24/02		179.70		29.95	29.95	29.95	29.95	29.95	29.95			179.70	-
CQ10EA001EIK	6/26/02			199.00		199.00								199.00	-
CQ10EA0021AR	6/26/02			299.00		299.00								299.00	-
CQ10EA0021BA	6/27/02			299.00		199.00								199.00	-
CNANL0000015	6/28/02	6/28/02		159.60		19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	159.60	-
CQ10EA001ZBW	7/2/02			299.00		199.00	199.00							199.00	-
CBPCY0002805	7/16/02			299.00		299.00								299.00	-
CQ10EA0021MX	8/26/02			119.70			19.90	19.90	19.90	19.90	19.90	19.90	19.90	119.40	0.30
CQ10EA0021NZ	8/29/02			199.00			199.00							199.00	-
CQ10EA0021ON	9/4/02			199.00										199.00	-
CQ10EA0021RE	9/16/02			199.00					199.00					199.00	-
CQ10EA001GH4	11/8/02			299.00										299.00	-
				6,826.75	1,225.95	3,048.70	657.70	378.60	378.60	179.60	478.60	129.70	129.70	6,607.15	219.60

EXHIBIT 16



HOMES548 16D

Homes.com
Monsterdaata / Fishman & Davis Revenue Share

	Revenue	Less 4%	Net Revenue	Revenue Share %	Revenue Share \$	Total Revenue Share Due	Past Due \$	Late Payment Charge %	Late Payment Charge \$
May-02	\$ 1,495.50	\$ (59.82)	\$ 1,435.68	50%	\$ 717.84	\$ 717.84		1.5%	\$ -
Jun-02	\$ 3,717.55	\$ (148.70)	\$ 3,568.85	50%	\$ 1,784.43	\$ 2,502.27		1.5%	\$ -
Jul-02	\$ 598.00	\$ (23.92)	\$ 574.08	50%	\$ 287.04	\$ 2,789.31	\$ 717.84	1.5%	\$ 10.77
Aug-02	\$ 318.70	\$ (12.75)	\$ 305.95	50%	\$ 152.98	\$ 2,942.29	\$ 2,502.27	1.5%	\$ 37.53
Sep-02	\$ 398.00	\$ (15.92)	\$ 382.08	50%	\$ 191.04	\$ 3,133.33	\$ 2,789.31	1.5%	\$ 41.84
Oct-02		\$ -	\$ -	50%	\$ -	\$ 3,133.33	\$ 2,942.29	1.5%	\$ 44.13
Nov-02	\$ 299.00	\$ (11.96)	\$ 287.04	50%	\$ 143.52	\$ 3,276.85	\$ 3,133.33	1.5%	\$ 47.00
Dec-02		\$ -	\$ -	50%	\$ -	\$ 3,276.85	\$ 3,133.33	1.5%	\$ 47.00
Jan-03		\$ -	\$ -	50%	\$ -	\$ 3,276.85	\$ 3,276.85	1.5%	\$ 49.15
Total	\$ 6,826.75	\$ (273.07)	\$ 6,553.68		\$ 3,276.85				\$ 277.42
TOTAL DUE								\$	3,554.27

HOMES549

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HC .COM
MonsterData Product Sales

Payment Collected

Contractid	Order	Active	Cancel	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	Total Payments	
COIDEA0020RF	5/2/02								\$ 299.00											\$ 598.00	
COIDEA001LAR	5/2/02								299.00											598.00	
CLIGS000295	5/6/02	5/10/02		29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	658.90	
COIDEA0004VV	5/15/02								299.00											598.00	
COIDEA00037M	5/17/02								299.00											598.00	
CKC3A3069RU	6/5/02		7/11/02																	328.95	
CPORW000096	6/6/02								299.00											598.00	
COIDEA001HLZ	6/6/02	6/6/02																		119.70	
COIDEA001PP3	6/6/02																			299.00	
COIDEA002140	6/6/02																			299.00	
CUZVFO00263	6/14/02	6/14/02		29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	628.95	
CBPCY0003039	6/17/02								299.00											498.00	
COIDEA0015BM	6/17/02								299.00											598.00	
COIDEA001MGL	6/20/02																			199.00	
COIDEA001YRT	6/20/02																			299.00	
COIDEA001HMP	6/21/02								299.00											598.00	
COIDEA00104C	6/24/02	6/24/02																		179.70	
COIDEA001EIK	6/26/02																			199.00	
COIDEA0021AR	6/26/02			29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	29.95	569.05	
COIDEA0021BA	6/27/02			19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	19.95	199.00	
CNANL0006015	6/28/02	6/28/02																		199.00	
COIDEA001ZBW	7/2/02								299.00											598.00	
CBPCY0002865	7/16/02								19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	378.20	
COIDEA0021MX	8/26/02			19.90	19.95	19.95	19.95	19.95	19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	19.90	199.00	
COIDEA0021NZ	8/29/02																			120.00	
COIDEA0022B3	6/19/03								120.00											199.00	
COIDEA0021RE	9/16/02																			299.00	
COIDEA001GH4	11/8/02																			299.00	
MONTH - TOTAL				\$ 129.70	\$ 99.80	\$ 129.75	\$ 129.70	\$ 129.70	\$ 2,940.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 11,074.40	
CUMULATIVE				\$ 6,607.15	\$ 6,706.95	\$ 6,836.70	\$ 6,966.40	\$ 7,096.10	\$ 10,036.80	\$ 10,166.50	\$ 10,296.20	\$ 10,425.90	\$ 10,555.60	\$ 10,685.30	\$ 10,815.00	\$ 10,944.70	\$ 11,074.40	\$ 11,204.10	\$ 11,294.00		
Eligible for Revenue Share				\$ 6,607.15	\$ 99.80	\$ 129.75	\$ 129.70	\$ 129.70	\$ 2,940.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	\$ 129.70	
Less: 4% Collection Fee				(284.29)	(3.99)	(5.19)	(5.19)	(5.19)	(117.63)	(5.19)	(5.19)	(5.19)	(5.19)	(5.19)	(5.19)	(5.19)	(5.19)	(5.19)	(5.19)	(3.60)	
Net Eligible for Revenue Share				\$ 6,342.86	\$ 95.81	\$ 124.56	\$ 124.51	\$ 124.51	\$ 2,823.07	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 124.51	\$ 86.30
Revenue Share - 50%				3,171.43	47.91	62.28	62.26	62.26	1,411.54	62.26	62.26	62.26	62.26	62.26	62.26	62.26	62.26	62.26	62.26	62.26	43.15
Prior Revenue Share Paym				\$ (3,276.85)																	
Under / (Over) Payment - D				\$ (105.42)	\$ (57.51)	\$ 4.77	\$ 62.26	\$ 62.26	\$ 1,411.54	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 62.26	\$ 43.15

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From: "Charles McElroy" <mcelroy@whitereasor.com>
To: "Gerald P. Kennedy (E-mail)" <gpk@procopio.com>
Date: 2/25/03 4:03PM
Subject: FW: Home.com Channel Reports Usage.xls

Gary,

Attached is the spreadsheet identifying Homes.com customers who have accessed the Channel Reports site each month since May of 2002. I have been advised that duplicates have been deleted in each month, so that each listing represents a unique customer "hit" for that particular month. We obviously do not know the identity of other customers that may have had the databases provided to them but for whatever reason have not actually accessed the data.

Charles W. McElroy
White & Reasor, PLC
Two American Center
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CC: "James P. Martin (E-mail)" <jpm@sfglaw.com>

Month	Monthly totals of Homes.com customers that had access and accessed Channel Report
May	5939
June	5659
July	5864
August	5651
September	5311
October	5556
November	5213
December	4824
January	5659
Febuary	4870
Total Clients	<u>54546</u>

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