

complaints filed against Deborah Lowman and/or Jeffrey Lowman which relate to the misconduct by Deborah Lowman and Jeffrey Lowman and which is alleged to have occurred on or before October 31, 2008. Further, the Maryland Real Estate Commission agrees not to pursue, initiate, or encourage any criminal prosecution of either Jeffrey Lowman or Deborah Lowman related to any conduct or alleged conduct having occurred on or before October 31, 2008 and which is within the regulatory jurisdiction of the Maryland Real Estate Commission.

2. Upon the execution and delivery of this Agreement, the Parties, Deborah Lowman and Jeffrey Lowman, agree that they will each permanently refrain from ever attempting to obtain or seeking to obtain or applying to obtain any Maryland license that would permit either of them to act as a real estate salesperson, associate broker, or as a real estate broker. Further, Deborah Lowman and Jeffrey Lowman agree that they will each permanently refrain from acting on behalf of any other person in the brokerage, sale or lease of Maryland real estate. Further, Deborah Lowman agrees that she permanently forfeits and relinquishes the real estate salesperson license that she obtained in August of 2007 and which is a valid license in the records of the Maryland Real Estate Commission. Further, Deborah Lowman and Jeffrey Lowman agree to permanently extinguish and to terminate any right they might otherwise have to any Maryland license as a real estate salesperson and/or associate broker and/or real estate broker such that the Maryland Real Estate Commission may immediately revoke, without notice or hearing, such requirements being specifically waived, any license that might be obtained by either Jeffrey Lowman or Deborah Lowman.

3. Despite the foregoing, Deborah Lowman and Jeff Lowman retain the right to purchase, sell and/or lease real estate on their own behalf.

4. Despite the foregoing, the Maryland Real Estate Commission retains the right to pursue the administrative actions against Deborah Lowman and/or Jeffrey Lowman and to initiate, pursue, encourage and/or to further criminal prosecutions against Deborah Lowman and/or Jeffrey Lowman based solely and exclusively on actions, errors or omissions by one or both of them that occur on or after November 1, 2008. Further, it is agreed by the Parties that the Maryland Real Estate Commission retains the right to review claims for monetary damages that have been filed in accordance with Md. Ann. Code, Title 17, Business Occupations and Professions Art., Section 17-404, against the Real Estate Guaranty Fund, and where appropriate, set the matter of the Guaranty Fund claim for a hearing on the claim, and to, upon a determination of actual monetary loss by the claimant, to award the claim against the Real Estate Guaranty Fund. Further, this Agreement does not prohibit or restrict the Maryland Real Estate Commission's right to seek to recover money paid out from the Guaranty Fund on account of the misconduct of Deborah Lowman and/or Jeffrey Lowman pursuant to Md. Ann. Code, Title 17, Business Occupations and Professions Art., Section 17-411.

5. Each of the parties to this Agreement represent and warrant that (i) they have read and understand the terms of this Agreement, (ii) they have been represented by counsel of their respective choice with respect to this Agreement and all matters covered by and relating to it, and (iii) the Parties to this Agreement have entered into this Agreement for reasons of their own and not based upon representations of any other party hereto.

6. Each of the Parties shall pay its own respective costs and attorneys' fees incurred with respect to this Agreement.

7. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed herein and supersedes any prior written and/or verbal agreements between and among the Parties as to the settlement set forth herein.

8. This Agreement may be executed in duplicate counterparts and all such counterparts when so executed shall together constitute the final Agreement as if one document had been signed by all of the Parties; Commission and the Respondents shall each retain one, fully executed original hereof.

9. This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland, as applicable, and any litigation regarding this Agreement shall be brought in the appropriate Circuit Court of the State of Maryland. This Agreement shall not be construed against any of the Parties but shall be given a reasonable interpretation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below.

WITNESS/ATTEST:

Deborah Lee Donaldson Lowman

James Stephens

Deborah L.D. Lowman 1/26/09
Date

James Stephens

Jeffrey Sather Lowman
Jeffrey S. Lowman 1/26/09
Date

Designated Representative
Maryland Real Estate Commission

Katherine F. Connelly 2/9/09
Name: _____
Title: _____
Date