



FRANCHISE DISCLOSURE DOCUMENT

For Use In:

Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, Wyoming, Washington, D.C., American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands (including Saipan), Palau, Puerto Rico and Virgin Islands.

FRANCHISE DISCLOSURE DOCUMENT



ASSIST-2-SELL, INC.
a Nevada Corporation
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509
(775) 688-6060
ryan@assist2sell.com
www.assist2sell.com

As an ASSIST-2-SELL® franchisee, you will operate a real estate sales office that offers a variety of real estate services to the general public.

The **total** investment necessary to begin operation of an ASSIST-2-SELL franchised business ranges from \$142,0520 to \$432,9495. This includes \$2,995 that must be paid to franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Ryan Elliott at 6490 S. McCarran Blvd., Ste. F-46, Reno, Nevada 89509, (775) 688-6060, ryan@assist2sell.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 124, 20243

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits C and D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ASSIST-2-SELL business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an ASSIST-2-SELL franchisee?	Item 20 or Exhibits C and D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Nevada. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Nevada than in your own state.
2. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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TABLE OF CONTENTS

ITEM	PAGE
1. THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES	1
2. BUSINESS EXPERIENCE.....	2
3. LITIGATION	2
4. BANKRUPTCY	2
5. INITIAL FEES	2
6. OTHER FEES	3
7. ESTIMATED INITIAL INVESTMENT	6
8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	7
9. FRANCHISEE'S OBLIGATIONS	9
10. FINANCING	9
11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	10
12. TERRITORY	14
13. TRADEMARKS	14
14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	16
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS.....	16
16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	17
17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	17
18. PUBLIC FIGURES	20
19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	20
20. OUTLETS AND FRANCHISEE INFORMATION	21
21. FINANCIAL STATEMENTS	25
22. CONTRACTS.....	26
23. RECEIPTS	26
STATE ADDENDA TO DISCLOSURE DOCUMENT (IF REQUIRED)	

EXHIBITS

Exhibit A	Franchise Agreement, State Riders, and Attachments
Exhibit B	Financial Statements
Exhibit C	Franchisees
Exhibit D	Former Franchises
Exhibit E	Operations Manuals - Tables of Contents
Exhibit F	Agencies/Agents for Service of Process
Exhibit G	State Effective Dates
Exhibit H	Receipts

Item 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

The franchisor is Assist-2-Sell, Inc. For ease of reference in this disclosure document, the franchisor is referred to as "we," "us" or "our." The person who is considering the franchise is referred to as "you." If you are a corporation, partnership or other business entity, certain provisions of our franchise agreement will apply to your owners. This disclosure document will indicate when your owners are covered by a particular provision. ASSIST-2-SELL® franchised businesses are referred to as "Offices."

We are a Nevada corporation, incorporated in February 1990. We have 2 predecessors. Our 1st predecessor was Assist-To-Sell, a sole proprietorship founded in May 1987 by Mary LaMeres-Pomin. It became our 2nd predecessor when it was incorporated under the name Assist-To-Sell, Inc. as a Nevada corporation in November 1988. Our predecessors' principal business address was 535 East Plumb Lane, Reno, Nevada 89502. They have conducted a business of the type you will operate since May 1987, and have not offered franchises in any line of business. We have no other predecessors. Except for our corporate name and the name ASSIST-2-SELL, we do not do business or intend to do business under any other name. We do not have any affiliates that will provide you with goods or services. We had 1 affiliate, Solid Source International LLC ("SSI"), which was a Nevada limited liability company that offered franchises for the Solid Source real estate brokerage system for real estate offices from October 11, 2011 to April 30, 2014. SSI maintained its principal place of business at 80 Waterbuck, Suite 1429, Verdi, Nevada 89439. We do not have a parent.

We maintain our principal business address at 6490 S. McCarran Blvd., Ste. F-46, Reno, Nevada 89509.

Our agent in this state for service of process is disclosed in Exhibit F.

We offer franchises for the operation of real estate brokerage offices throughout the United States and in Canada. These offices offer professional real estate services to the general public under the name ASSIST-2-SELL®, and other trademarks and service marks ("Marks"). The distinguishing characteristics of the ASSIST-2-SELL system ("System") include distinct methodology in using sales and promotional materials, promotional and referral services, proprietary procedures and a competitive low fee commission concept. We grant you the right to operate an ASSIST-2-SELL franchised business from an approved location that you determine and that we approve. We provide you with policies, procedures and techniques designed to enable you to compete effectively in the real estate market. Your primary customers are sellers and buyers of residential properties.

We do not engage in any other business activities. We have offered franchises for USA ASSIST-2-SELL and ASSIST-2-SELL Offices since November 1, 1993. We have not offered franchises in any other line of business. From November 1, 1993 to December 31, 1998, we granted 1-year licenses to some individuals to use USA ASSIST-2-SELL Marks and certain portions of the System in the operation of their real estate businesses. The licenses could be renewed annually without a fee, did not require the licensee to engage in advertising and did not require the licensee to pay certain monthly minimum royalty fees and charges that are required with the franchise agreement. In addition, the licenses contained different and fewer operational requirements than the franchise agreement (such as insurance requirements, etc.). We no longer offer such licenses, and we have not offered licenses in any other line of business.

You will compete with other real estate organizations for sellers and buyers of properties. Much of this competition will come from more traditional and established real estate firms, some of which are national franchise organizations. In addition, you may compete with other real estate businesses that offer similar services to the public, including other competitive low commission operations. To meet this competition, you will use distinct sales and promotional materials, provide professional real estate services, derive the benefit of the goodwill created by the Marks, and use recommended procedures, techniques and policies. The market for the real estate services you will provide is developed in many areas and developing in other areas, depending on the number of potential buyers and sellers in the areas and the number of brokerage businesses that have been established to service these potential customers.

Most states have specific laws and regulations covering real estate brokerage services and licenses. There may be similar laws in the cities and counties in which you will operate. In addition, there are various federal laws and regulations that could affect your real estate business such as the Real Estate Settlement and Procedures Act and Fair Housing Laws. You should investigate these laws in order to understand your potential legal obligations.

Item 2

BUSINESS EXPERIENCE

President: Mary LaMeres-Pomin

Ms. Mary LaMeres-Pomin has been our President since our formation in February 1990. Mary has also been President and part-owner of our predecessor, Assist-To-Sell, Inc., since May 1987. Assist-To-Sell, Inc. owns and operates an ASSIST-2-SELL office in Reno, Nevada.

Vice President and Treasurer: Lyle E. Martin

Mr. Lyle Martin has been our Vice President and Treasurer since our formation in February 1990. From February 1990 to November 2020, Lyle was also our Secretary. Lyle also has been Vice President, Secretary, Treasurer and part-owner of our predecessor, Assist-To-Sell, Inc., since May 1987. Assist-To-Sell, Inc. owns and operates an ASSIST-2-SELL office in Reno, Nevada.

Senior Vice President Franchise Sales: Ryan W. Elliott

Mr. Ryan Elliott has been our Senior Vice President, Franchise Sales since March 2006.

Senior Vice President Franchise Operations: Barry Wardell

Mr. Barry Wardell has been our Senior Vice President, Franchise Operations since January 2008. He was our Director of Franchisee Relations from March 2006 to December 2007.

Secretary and General Counsel: Scott Gronek

Mr. Scott Gronek has been our Secretary since November 2020. Scott also has been our General Counsel since October 2008.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

You must pay us an initial franchise fee of \$2,995 when you sign the franchise agreement. The initial franchise fee is payable in a lump sum. We do not offer financing for the initial franchise fee. ~~In 2022, we waived the initial franchise fee for 2 existing franchisees who purchased new franchises.~~ The initial franchise fee is uniform in all cases and is not refundable.

Item 6

OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Royalty	5% of monthly gross revenue	10 th day of the month	Gross revenue is defined as all income from any source. We may require you to instruct the closing agent on real estate sales to remit the royalty fee directly to us at closing. You will not owe royalty fees for transactions entered into before the earlier of (1) the activation of your real estate license as a franchise owner affiliated with us; or (2) the opening of your Office. You will owe royalty fees on any personal real estate transactions involving you or your owners whether or not a commission is paid on the transaction. If no commission is paid on the transaction, we will impute your regularly charged brokerage commission or fee in order to compute the royalty fee owed to us.
Minimum Royalty Fee ²	\$250 per month	10 th day of the month	The Minimum Royalty Fee is assessed starting in the 7 th full calendar month after you sign the franchise agreement, and payment is due the following month. If you sign the franchise agreement in connection with a transfer or renewal of the franchise, the Minimum Royalty Fee is assessed in the 1 st full calendar month after you sign the franchise agreement.
Marketing and Development Fee	1% of monthly gross revenue	10 th day of the month	Currently, you must pay 1% of gross revenue as a Marketing and Development Fee. We may increase this fee to 1.5% in the future on written notice to you.
Minimum Marketing and Development Fee	Currently \$0	10 th day of the month	The Minimum Marketing and Development Fee is assessed in the 7 th full calendar month after you sign the franchise agreement, and payment is due the following month, unless you sign a franchise agreement in connection with a transfer or renewal; then the Minimum Marketing and Development Fee is assessed in the 1 st full calendar month after you sign the franchise agreement. We are not currently charging a minimum Marketing and Development Fee, but we may implement a minimum monthly fee up to \$150 in the future on written notice to you.
Consultation	Up to a maximum of \$500 per day + our actual expenses	15 days after billing	This is for on-site or special consultation, training or assistance you request.
Conventions and Regional Meetings	\$150 to \$495 registration fee or convention support fee per person	Before attending	You will be assessed a registration fee for each scheduled convention you attend. You must attend a convention at least every 4 years. You also must pay all of your travel and lodging expenses if attending a convention or regional meeting. Beginning with the 2 nd convention we hold after you sign a franchise agreement, you may be assessed a convention support fee, not to exceed the registration fee, if you do not attend scheduled conventions. We may assess a registration fee for regional meetings, which are optional.

Type of Fee ¹	Amount	Due Date	Remarks
Software License and Subscription Fees	\$50 to \$250	As incurred, typically annually	Payable to the software suppliers. Will vary with your circumstances. See Items 8 and 11.
Internet Provider Service Fee	About \$50 to \$150	Monthly	Payable to a 3 rd party provider for Internet access and email hosting.
Software Upgrades	About \$350 to \$800	As needed	See Item 11.
Technology Fee	Up to \$500	Monthly	For franchise software, used for monthly reporting and tracking inventory of transactions, and other technology or services we may add. We are not currently charging a technology fee but intend to implement a monthly fee upon written notice to you at a future date. The fee may be payable to us or a 3 rd party provider. See Item 11.
Domain Name Registration / Renewal Fee	Currently \$10 to \$20 for the initial registration or annual renewal of each domain name we register or renew for use with your Office.	As incurred	We collect this fee from you and pay it to the domain name registrar when we register or renew a domain name for use with your Office.
Optional Media Production and License Fees	\$100 to \$350	As incurred	Participation is optional. Applies to special marketing products or licensing fees. Examples: infomercials, TV commercials, radio commercials.
Convenience Fee	Varies	As incurred	You must pay us a convenience fee not to exceed 3% of any payment that you make to us by credit card, Pay Pal or other similar forms of payment.
Document Preparation Fee	Currently \$250, plus our actual expenses	Before transfer	If you elect to transfer your agreement to a legal entity that you control, you must pay us a document preparation fee and our expenses to prepare and process the required paperwork. We will waive the document preparation fee if the transfer is made within 365 days after you sign the franchise agreement.
Transfer Fee	Currently \$2,500 + our actual out-of-pocket costs	Before transfer	Payable when the franchise agreement, assets of the Office, or controlling interest in you is transferred.
Renewal Fee	\$2,995	On signing successor franchise agreement or according to terms	We may require you to attend and successfully complete renewal training, at your expense, within 180 days after the renewal of your franchise.
Listing Transmittal Fee	\$25 for any property listing not entered into our reporting program within 3 business days	As incurred	Payable if you fail to enter a property listing into our Internet based reporting program within 3 business days after you obtain the listing.
Late Charges	\$25 per month for any overdue monthly report and/or any late payments; \$500 for any overdue annual reports, including tax returns	As incurred	Late charges apply to any amounts not received by us within 5 days from the due date, or if you fail to submit a required report, whether or not payment is owed to us with the report.

Type of Fee ¹	Amount	Due Date	Remarks
Dishonored Check Fee	\$25 per check	As incurred	Payable if your bank or financial institution does not honor a check due to insufficient funds.
Interest	Lesser of 1.5% per month or highest rate allowed by law	When you pay the outstanding amounts	Interest accrues on overdue amounts until paid.
Costs and Attorney's Fees	Will vary under circumstances	As incurred	Payable on your failure to comply with the franchise agreement.
Audit	Cost of inspection or audit, plus 3 times the difference between the amount reported and the amount owed, if you understate the amount owed by more than 10%	15 days after billing	Payable if you fail to furnish reports, supporting records or other required information, or if you understate the amounts owed to us by more than 5%, plus an additional amount if you understate the amounts owed to us by more than 10%. See Item 11.
Liquidated Damages	\$5,000 plus our costs of enforcement, if any ----- 40% of gross revenue from competing business, plus our costs of enforcement, if any	As incurred	Payable if you fail to return the Operations Materials to us after termination, expiration or non-renewal of the franchise agreement; or you fail to assign your telephone number, directory listings, email addresses or domain names using the Marks within 10 days after termination, expiration or non-renewal of the franchise agreement. See Item 17. ----- Payable if you violate the non-compete provision of the franchise agreement after termination, expiration or non-renewal of the franchise agreement. See Item 17.
Indemnification and Taxes	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims involving the operation of your Office, or if we must pay taxes to your taxing jurisdiction due to your operation of your Office.

1 Unless otherwise indicated, all fees are uniformly imposed and collected by and payable to us. All fees payable to us are non-refundable. Fees payable to others (suppliers) may not be refundable. Check with each supplier.

2 There is no minimum royalty fee for 6 full calendar months after you sign the franchise agreement unless you sign the franchise agreement in connection with a transfer or renewal of the franchise. If you sign the franchise agreement in connection with a transfer or renewal of the franchise, the \$250 minimum royalty fee will be assessed in the 1st full calendar month.

There are no purchasing or distribution cooperatives that you must or may participate in.

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Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due *	To Whom Payment Is To Be Made
Initial Franchise Fee ¹	\$2,995	Lump Sum (no financing offered)	On signing franchise agreement	Us
Office Set-up/ Improvements (Including Furniture, Fixtures & Equipment) ²	\$2,000 to \$9,500	As Agreed	As Incurred	Suppliers and Other 3 rd Parties
Property Lease ²	\$2,000 to \$12,000	As Agreed	As Incurred	3 rd Parties
Exterior Office Signage ³	\$25 to \$3,500	As Agreed	As Incurred	Suppliers
Travel and Living Expenses While Training ⁴	\$1,000 to \$3,500	During Training	As Incurred	Airlines, Hotels & Restaurants
Inventory and Supplies ⁵	\$1,000 to \$3,000	As Agreed	As Incurred	Suppliers
Advertising and Marketing	\$1,0 500 to \$1,5 900	As Agreed	As Incurred	Suppliers
Miscellaneous Opening Costs ⁶	\$1,5 900 to \$32,0 500	As Agreed	As Incurred	Suppliers
Vehicle	Varies	As Agreed	As Incurred	3 rd Parties
Additional Funds (3 Months) ⁷	\$2,5 900 to \$54,0 500	As Incurred	As Incurred	3 rd Parties
TOTAL ESTIMATED INITIAL INVESTMENT ⁸	\$142,0520 to \$432,9495			

Explanatory Notes

* None of the above fees are refundable.

¹ See Item 5 for more information about payment of the initial franchise fee.

² We must approve your Office location in advance and it must be set up (equipped) with furniture, telephones and other miscellaneous office equipment necessary to conduct a real estate brokerage business. The size of your Office location depends on the number of Sales Agents you anticipate having under contract and the availability of office space in your area. Your Office location may not be attached to or part of a personal residence without our prior written consent and your compliance with state and local laws regarding office locations. If you are converting an existing real estate business (that is not affiliated with us) to an ASSIST-2-SELL Office, your initial investment for Set-Up/Improvements may be closer to the low end of the range. If your ASSIST-2-SELL Office is a new business, Set-Up/ Improvements (including furniture, fixtures and equipment) should typically be in the \$2,000 - \$9,500 range. The Property Lease category includes an estimated range of the costs for security deposit and rent for 3 months after your Office begins operations. The actual cost of the office space and improvements, however, depends on whether you lease or purchase the space, the size, condition and geographic location of the premises, the demand for the premises among prospective lessees, the type of tenant finish or improvement you choose, and how you prefer to furnish and decorate the premises (see Note 8). In addition to furniture, telephones and other miscellaneous office equipment necessary to

conduct a real estate brokerage business, you must maintain at your Office, or have access to, telephone equipment and computer equipment whose hardware and software is compatible with our communication and data reporting requirements which has an Internet connection, such as DSL or a cable modem. You must also obtain the software programs we designate (see Items 8 and 11).

³ The typical Office location is an executive suite with signage on doors or windows of the building or suite. Costs for signage at this type of Office location will be closer to the low end of the range. If you choose to open at a larger Office location, such as a standalone building, you may wish to have more prominent types of signage on or near the exterior of the building, such as an electric sign or monument sign. Costs for this type of signage may be closer to the high end of the range.

⁴ All principal owners and the managing broker must attend and successfully complete our initial training program to our satisfaction. One or more persons from your Office may attend the initial training without payment of any training fee. Our training program will not exceed 4 days. The amount shown in this category is based the estimated expenses for 1 to 3 individuals to attend our training program. We may require all principal owners and the managing broker to attend and successfully complete a refresher training program on or after any renewal of the franchise. You must pay for the travel, food, lodging and all refresher training expenses (which will not exceed \$200) for each person attending the training program in Reno, Nevada.

⁵ This category covers various inventory items and supplies you need before opening a real estate brokerage business, including items such as business cards, for sale signs, promotional items, stationery, postage, etc.

⁶ This category covers miscellaneous opening expenses, such as broker and other required licenses, legal and accounting expenses, insurance, membership in ~~national, state and local~~ REALTOR® associations and multiple listing services, deposits for gas, electricity, utilities and installation of telephone and computer equipment.

⁷ This category estimates your initial start-up expense (other than the items identified separately in the table) for 3 months after your Office begins operation. These expenses include payroll costs and other overhead expenses. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. We relied on the real estate experience of our officers and on financial information obtained from existing ASSIST 2 SELL Offices to compile these estimates. Your costs depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; whether you are converting an existing real estate office or starting a new office; local economic conditions; the local market for your services; the prevailing wage range; and competition. In general, these costs will be closer to the low end of the range if you are converting an existing office and between \$3,500 and \$54,050 if you are starting a new office (see note 8).

⁸ This is the estimated initial investment for establishing and opening 1 Office location. ~~he~~ Initial investment costs for particular categories may vary significantly depending on certain factors, including the geographic location of your Office and whether you are converting an existing real estate business (that is not affiliated with us) to an ASSIST-2-SELL Office. For example, if your Office location is in a luxury resort community, your initial investment costs could be substantially higher than the upper range indicated in the table. On the other hand, if you are converting an existing real estate business, your initial investment costs could be closer to the lower range indicated in the table. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Office according to the ASSIST-2-SELL standards and specifications that may regulate your use of signs, letterhead, business cards and promotional materials, use of computer hardware and software, types and models of authorized equipment and supplies to be used in operating

your Office, and the designation of approved suppliers of these items, among other things. Your use of the Marks on any signage and all other advertising and promotional materials must conform to specifications that we provide in the Operations Materials. We issue standards and specifications in the Operations Materials. The Operations Materials may be modified periodically to improve the standards of service or quality or your Office's efficient operation, to protect or maintain the goodwill associated with the Marks or to meet competition (see Section 4F of the franchise agreement).

When we designate an approved supplier, we do so based on a number of criteria, including length of time in business, financial resources, business credentials and their ability to provide services or products in accordance with minimum standards for delivery, performance, appearance and quality. Essentially, any supplier who can meet these criteria can become an approved supplier. You may propose a supplier for approval at no cost to you. Specifications and standards for supplier approval are available on written request. In order to be identified to our franchisees as an approved supplier, suppliers must submit an application package, including samples or prototypes of the product or service. We will accept or reject the application within about 5 business days of receipt by us. We currently charge approved suppliers a \$750 annual access fee. Approved supplier status can be revoked at any time if the supplier repeatedly fails to meet the criteria we establish. We do not endorse or guarantee the goods or services provided to you by any approved supplier. There is no approved supplier in which any of our officers owns an interest.

You must obtain and maintain, at your expense, Internet access and a business telephone number having a prefix in your Protected Area unless we permit otherwise. We may require you to use a vendor or vendors of our choice for Internet services related to the operation of your business, including your email accounts. You may not use or feature a toll-free telephone number in any of your advertising without our written permission. You must use only your authorized trade name in any directory listings. You must have your Office telephone answered by a person during normal business hours (9am-5pm, Monday through Friday).

You must obtain and maintain, at your expense, insurance coverage of not less than \$500,000 per occurrence or claim, covering your Office for claims of bodily and personal injury, death, property damage, and errors and omissions, and any other insurance coverage that we may require, on terms that we specify and from suppliers that we approve and name us as an additional insured. You must cause your agents to maintain automobile liability insurance of not less than \$300,000 combined single limit or \$100,000 split limit and name you and us as additional insureds.

You must purchase or lease computer hardware that meets our minimum specifications. You must obtain computer software that we specify. Except as provided below, you do not have to purchase or lease these items from approved suppliers; however, we maintain a list of approved suppliers for these items. As of the date of this disclosure document, we are not an approved supplier of, nor do we support any computer hardware or software, except as provided below. We do not require you to purchase maintenance or support contracts for your computer equipment. We may negotiate with suppliers of computer products to obtain price discounts for our franchisees, but we are not obligated to do so. See Item 11, and Section 8 of the franchise agreement for more information.

The cost of products or services you must purchase or lease either from approved suppliers, or otherwise in accordance with our specifications, represents from 10% to 25% of your total purchases or leases in the establishment and operation of your Office. These percentages may vary significantly from Office to Office depending on various factors, including, for example, the geographic location of your Office, whether it is a conversion of an existing real estate office, the type of tenant finish or improvement you choose, and how you prefer to furnish and decorate your Office.

Other than computer and software products, we do not currently negotiate purchase arrangements with suppliers for the benefit of franchisees. There are no purchasing or distribution cooperatives that you must or may participate in for any required products or services. As of the date of this disclosure document, we do not derive revenue, or any other material consideration, from your purchase or lease of required products or services but we may, in the future, receive rebates or other consideration from approved suppliers that we estimate may range from 1% to 15% of net sales. We do

not provide material benefits (such as renewal or additional franchises) to franchisees based upon a franchisee's purchase of particular products and/or services, or use of particular suppliers.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Franchise or Other Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	2A, 2C & 3	7, 11 & 12
(b) Pre-opening purchases/leases	3, 8C, 8E, 8G, & 8I	7 & 8
(c) Site development and other pre-opening requirements	3, 8A, 8C, 8E, 8F, 8I & 8J	7, 11 & 12
(d) Initial and ongoing training	8F & 9A	11
(e) Opening	3	11
(f) Fees	2E5, 4G, 6A, 6B, 6C, 6D, 9D, 9F, 11, 12D6 & 16H	5, 6 & 7
(g) Compliance with standards, policies & Operating Manual	4A, 4F, 8A, 8B, 8C & 8G	8 & 11
(h) Trademarks and proprietary information	4	13 & 14
(i) Restrictions on products/services offered	2C, 4F, 8B & 8I	8, 11 & 16
(j) Warranty and customer service requirements	Not applicable	8, 11 & 16
(k) Territorial development and sales quotas	2C, 6C & 7	12
(l) On-going product/service purchases	8C & 8I	8
(m) Maintenance, appearance and remodeling requirements	3 & 8A	7 & 11
(n) Insurance	8C	7 & 8
(o) Advertising	6C & 9C	6 & 11
(p) Indemnification	5D	6
(q) Owner's participation/ management/staffing	5B & 8E	1, 11 & 15
(r) Records/reports	10	
(s) Inspections/audits	11	6
(t) Transfer	12	17
(u) Renewal	2E	17
(v) Post-termination obligations	14	17
(w) Non-competition covenants	4G	17
(x) Dispute resolution	15, 16G & 16J	17
(y) Liquidated damages	4F, 4G & 8J	6 & 17

Item 10

FINANCING

We do not offer direct or indirect financing to you. We do not guarantee any note, lease or obligation for you.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Before you open your Office, we will:

1. At your request, assist you in selecting your Office's location (see Sections 2A and 2C of the franchise agreement). Our criteria for a location includes your financial capability to maintain your Office at the particular location, public access to your Office, parking availability, the location's public appeal and professional image, and your Office's proximity to other ASSIST-2-SELL Offices. We may modify these requirements at our sole discretion. You may not begin operating your Office until a location has been selected and approved. If you and we, acting reasonably and in good faith, cannot agree on a location for your Office within 180 days after the franchise agreement is signed, unless otherwise agreed, either party may revoke or cancel the franchise agreement. We will not own the premises of your Office and therefore we will not lease it to you.
2. Provide you with guidelines for standardization of signs, letterheads, sales, promotion, and other similar materials. At your request, we will furnish you with additional specifications for your Office's design and layout (see Sections 8A and 9B of the franchise agreement).
3. As discussed in Item 8, identify the items necessary for your Office to begin operations, the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be obtained (see Sections 3, 8A, 8I and 9B of the franchise agreement).
4. Make available to you 1 or more copies of the Operations Materials (see Section 4F of the franchise agreement). A table of contents of the Operations Manuals is included as Exhibit E to this disclosure document.
5. Train you or, if you are a business entity, all of your principal owners, as described below (see Item 15 and Sections 8F and 9A of the franchise agreement).
6. At your request and expense, assist you with your grand opening, Office design and layout, initial publicity and advertising campaign, and lease negotiations (see Section 9B of the franchise agreement).

During the operation of your Office, we will:

1. At your request and expense, provide consultation and guidance on your Office's management and operation. In addition, we may make available various educational courses and other assistance in areas such as sales, fiscal management, office operations, marketing strategies and financial planning (see Section 9D of the franchise agreement, and Item 6 above).
2. Make available to you 1 or more copies of the Operations Materials, consisting of manuals or similar materials containing mandatory and suggested specifications, standards, operating procedures, policies, guidelines and rules that we require. The Operations Materials may be modified periodically to improve the standards of service or quality or your Office's efficient operation, to protect or maintain the goodwill associated with the Marks or to meet competition (see Section 4F of the franchise agreement). We may provide the Operations Materials to you in electronic format. The table of contents of the various manuals comprising the Operations Materials, as of our last fiscal year end, is attached to this disclosure document as Exhibit E.
3. Issue and supplement system standards and policies for ASSIST-2-SELL Offices. We may modify System standards and policies and these modifications may obligate you to

invest additional capital in your Office and/or incur higher operating costs (see Sections 4F, 5B and 8B of the franchise agreement).

4. Encourage use of the Marks and the System on a national basis. We may establish a national referral system (see Section 8H of the franchise agreement).
5. Provide regional meetings and scheduled conventions designed to enhance the image of the System, and assist you in the exchange of ideas and information on the operation of an ASSIST-2-SELL Office. We usually hold a convention every other year with a primary focus on providing franchisees an opportunity to discuss and share experiences and ideas. Round-table discussions and seminars are often held in conjunction with the convention. You will be charged a registration fee for each convention and meeting you attend.

You must attend a scheduled convention at least every 4 years. We may charge you a convention support fee, not to exceed the registration fee, if you do not attend a scheduled convention, and we may assess fees or charges for optional social functions or optional educational or certification classes. You are responsible for payment of all travel, meals and lodging expense if you elect to attend a convention or regional meeting (see Item 6 and Section 9F of the franchise agreement).

6. Make available to you any publications that we produce and distribute, including our *Approved Supplier List*, *List of Offices* and all *Franchisee Update Emails* (see Section 9G of the franchise agreement).
7. Collect, control and administer monies paid to the Marketing and Development Fund ("Fund") (see Item 6 and Sections 6C3 and 9C of the franchise agreement). You must make monthly contributions to the Fund as stated in Item 6. Every franchisee must make contributions to the Fund according to the terms of their franchise agreement. Any units that we own will contribute 1% of their gross revenue to the Fund each month. All monies collected for the Fund, including any interest or other income earned on these monies, will be accounted for separately from our other funds. All funds will be used for the benefit of ASSIST-2-SELL Offices. We have full discretion to allocate these funds towards the maintenance and administration of the Fund and the preparation and placement of local, regional, national or international advertising materials, programs and public relations activities, including Internet web site development and maintenance, real estate listing feeds and syndication, and the expenses of cloud-based servers. Materials may be prepared by our in-house staff and/or independent contractors. Advertising and other promotional activities may be disseminated through national television, radio, billboard, magazine, newspaper, Internet and other media campaigns (see Sections 6C and 9C of the franchise agreement, and Item 6).

A Marketing and Development Advisory Committee, consisting of up to 15 ASSIST-2-SELL franchisees and members of our headquarters staff, serves in an advisory capacity to us. We appoint members of this Committee for 2-year terms. This Committee will typically meet 1 to 2 times annually via telephone conference. We have the power to change or dissolve this Committee at any time at our discretion. The Fund will not be regularly audited. However, a monthly financial statement and a cash flow statement will be prepared for the Fund showing the beginning cash balance, receipts, disbursements and ending cash balance. The cash flow statement for the Fund will not be generally distributed to franchisees. However, if you request, we will make this statement available for your review. The cash flow statement will be made available for review at Advisory Committee meetings. It is possible that not all of the funds that are contributed to the Fund in a given fiscal year will be spent that year. Excess funds that have not been spent by the end of any given fiscal year will remain in an investment account and be carried over to the next year until these funds are spent. All interest earned on monies contributed to the Fund will become part of the existing Fund.

Although the Fund is intended to maximize general public recognition of the Marks, the System and services offered by ASSIST-2-SELL Offices, we are not obligated to ensure that expenditures by the Fund are proportionate or equivalent to the contributions to these funds by ASSIST-2-SELL Offices or that any ASSIST-2-SELL Office will benefit directly or in proportion to its contributions to the Fund (see Section 9C of the franchise agreement, and Item 6). We may, in our discretion, rebate contributions to a franchisee for local use if a franchisee is located in an isolated geographic area.

In 2023~~2~~, disbursements from the Fund were used as follows: production costs, including Internet technology and maintenance (about ~~7980~~⁷⁹%); administrative expenses (about ~~89~~⁸⁹%); and advertising expenses (about ~~131~~¹³%). Contributions to the Fund which were not distributed during 2023~~2~~ were carried forward for future Fund activities. During 2023~~2~~, the Fund was not used for advertising that was principally to solicit new franchise sales.

The Fund may furnish you with samples of marketing and promotional materials at no cost. Additional copies of these materials may also be purchased from the Fund. You are not currently required to participate in any regional or other advertising cooperatives. However, in the future, we may require the formation of advertising cooperatives and require you to participate in them.

8. Provide you with computer equipment standards and specifications. We will provide you with detailed information of the required computer equipment in our Operations Materials and in other periodic communications. You must maintain computer hardware and software in operation at your Office to facilitate your reporting to us and to meet other communication requirements (see Section 3 of the franchise agreement). As of the date of this disclosure document, our general requirements for computer hardware are as follows: you must have 1 or more computers with at least a 2 gigahertz processor, a 500 gigabyte hard drive, 8 gigabytes of RAM, a monitor and a laser jet printer (color recommended). You must upgrade your hardware as we specify (see Section 3 of the franchise agreement). There are no contractual limitations on the frequency and cost of this obligation. We have no contractual obligation to assist you in obtaining the required computer equipment, or to maintain, repair, update or upgrade your computer equipment. The estimated cost of the computer hardware and software is \$750 to \$3,500.

Currently, we recommend that you use an operating system that supports Word® and Excel® file formats. These products are readily available nationwide from 3rd party suppliers. You must periodically upgrade your software, at an estimated cost of \$350 to \$800, as needed. You must arrange and pay for any support of this software.

9. We may, at any time during business hours, on reasonable notice to you, inspect and audit, or cause to be inspected and audited, the business and accounting records of your office, including without limitation, all data stored on the computer equipment. We will have independent access to the information stored in the proprietary computer software you must use for reporting purposes, including property addresses, property status, listing dates, closing dates, listing price, sales price, and fees owed to us. You must authorize us to obtain records of all property listings, sales data and other reports you make to your local ~~Board of Realtors or~~ multiple listing service ("MLS") provider. If any inspection or audit discloses an understatement of any fees, payments or amounts owed to us, you must pay, within 10 days after receipt of the inspection or audit report, all the fees, payments or amounts, plus interest at the rate provided in the franchise agreement. If an inspection or audit is made necessary by your failure to comply with the provisions of the franchise agreement, or to furnish reports, records and information on a timely basis, or if an understatement of any amounts owed to us for any 3-month period is determined by the audit or inspection to be greater than 5%, you must reimburse us for the cost of the audit or inspection, including the charges of any independent accountants and the travel expense, room and board and compensation of our employees. If an understatement of amounts owed to us for any 3-month period is determined by the audit

or inspection to be greater than 10%, you must also pay us an amount equal to 3 times the difference between the amount reported and the amount owed.

Training

You will receive the following training before you open your ASSIST-2-SELL business:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation; History & Overview of our System & Services; Office Setup	3.0	0	Reno, Nevada or via online web conference
Marketing; Listing Techniques	3.5	0	
Fiscal Management	1.5	0	
Computers; Internet Marketing & Advertising	3.5	0	
Business Planning; Strategy Session	2.0	0	
Listing Management; Procedures & Checklists	2.5	0	
Marketing Strategies; Various Media	3.0	0	
Technology; Computer Applications	4.0	0	
Suppliers & Resources	1.0	0	
Total	24	0	

Lyle Martin and Mary LaMeres-Pomin, our cofounders, are the individuals who will oversee and may conduct portions of your training. Mr. Martin and Ms. LaMeres-Pomin each have more than 35 years of experience in the real estate business as sales agents, office managers and brokers. Other instructors include Barry Wardell and Ryan Elliott, who each have more than 25 years of experience in the real estate business as a broker or sales agent. Also, on an occasional basis, different staff members or guest speakers may make appearances at training programs to provide information about various services and programs that we offer. These appearances normally account for 10% or less of the total training time.

Our training manual and computer reference manuals are used as the basis for our instruction. The hours devoted to each subject may vary based on how quickly trainees grasp the material, their previous experience with the subject, and scheduling.

Training lasts for no more than 4 days at our headquarters in Reno, Nevada or via online web conference. You (or if you are a business entity, all of your principal owners and any broker-manager), must successfully complete the training program to our satisfaction before your Office opens (see Item 15), although we may grant you additional time. We may also require you, or all of your principal owners and any broker-manager, to attend and successfully complete the same training program at our headquarters or via online web conference on or after any renewal of your franchise as refresher training. The training program is held on a scheduled basis. We expect to conduct a training program at least twice per year. You must pay all travel and lodging expenses you or anyone else from your Office incurs while attending the training program (see Item 7).

The typical length of time between the signing of the franchise agreement and the opening of an ASSIST-2-SELL office ranges from about 1 to 2 months, although a longer period of time may be necessary. Factors affecting the length of time usually include the time necessary to find an acceptable location for your Office, to secure financing arrangements, to comply with local laws, and to acquire and install required equipment and signs. You must open your Office in compliance with our requirements within 180 days after you sign the franchise agreement (see Section 3 of the franchise agreement). If you sign the franchise agreement in connection with a transfer or renewal of the franchise, you must open your Office in compliance with our requirements on the date you sign the franchise agreement.

Item 12

TERRITORY

We grant you the right to operate your Office at a specific location that you select and we approve ("Premises"). You may not relocate your Office from the Premises without our written consent. Our determination of whether we grant consent to relocating your Office will be based on the proximity of other ASSIST-2-SELL offices as well as our evaluation of local market conditions.

We will not locate or operate, or grant another person or entity the right to locate or operate, an ASSIST-2-SELL Office within a radius of 1 mile of your Premises ("Protected Area"). We may operate and grant to others the right to operate non-real estate brokerage businesses under the Marks (or any other trademark or service mark) in your Protected Area, and we may operate and grant to others the right to operate real estate brokerage businesses that are not ASSIST-2-SELL businesses in the Protected Area. Outside the Protected Area, we may operate and grant others the right to operate ASSIST-2-SELL offices and/or any other types of businesses (real estate brokerage businesses or non-real estate brokerage businesses) under the Marks or any other trademark or service mark.

We do not grant you options, rights of first refusal, or any similar rights to obtain additional franchises.

Although you receive the Protected Area, you will not receive an exclusive territory because we reserve various rights described in this Item 12. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control.

You are not limited by us to marketing, advertising and listing or selling property or representing clients within any defined area. You are free to deal with property and/or represent clients and customers wherever they are located, but you may only use business telephone numbers with prefixes and exchanges that are within your Protected Area unless we permit otherwise. Similarly, other franchisees are free to advertise and market their services and to deal with property and/or represent clients and customers that are located in your Protected Area or otherwise located near you, but may only use business telephone numbers with prefixes and exchanges that are within their Protected Areas unless we permit otherwise. You have the right to use other channels of distribution, such as the Internet, television, radio, telemarketing, or other direct marketing to make sales outside of your Protected Area.

We had an affiliate, SSI, which granted franchises for real estate brokerage offices under the mark Solid Source. The Solid Source system included ~~both company-owned outlets and 4-franchised outlets as of the date of this Disclosure Document.~~ There was no restriction in the standard SSI franchise agreement that prevented SSI from granting a real estate brokerage franchise under the Solid Source mark in the Protected Area of an ASSIST-2-SELL Office. We encouraged Solid Source offices to exchange customer referrals with ASSIST-2-SELL Offices, but participation was voluntary. SSI maintained its principal place of business at 80 Waterbuck, Suite 1429, Verdi, Nevada 89439. SSI no longer such offers franchises in this or any other line of business. We also have an affiliate, BIPIT, LLC, which operates an outlet offering real estate brokerage services in the Reno, Nevada area under the Solid Source mark. Except for these affiliates, we have not established and do not have any presently-formed plans to establish any other franchises or company-owned outlets, or other channels of distribution, selling or leasing similar products or services under different trademarks, but we may do so in the future.

Item 13

TRADEMARKS

We grant you the right to use the System and certain trademarks, service marks and other commercial symbols in operating your Office ("Marks"). We own all of these Marks and have authorized the use of the Marks by ASSIST-2-SELL Offices.

We registered the following Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Service Mark	Registration Number	Registration Date
ASSIST-2-SELL and Design	1,743,808	December 29, 1992
ASSIST-2-SELL	1,744,999	January 5, 1993
"Full Service for Less!"	2,361,950	June 27, 2000
"MLS for Less"	2,415,275	December 26, 2000
"Results with Savings!"	2,612,437	August 27, 2002
Friends Don't Let Friends Pay 6%	2,984,644	August 16, 2005
"FULL SERVICE WITH \$SAVINGS!"	3,084,014	April 25, 2006
A2S	3,216,784	March 13, 2007
"FULL SERVICE WITH \$SAVINGS!"	3,663,352	August 4, 2009

We registered the following Mark on the Supplemental Register of the USPTO:

Service Mark	Registration Number	Registration Date
DIRECT-TO-BUYER	3,674,784	August 25, 2009

You must follow our rules when you use the Marks.

Except as we permit in writing, neither you nor your agents may use any Mark, any derivation or modified version of any Mark, or any confusingly similar mark: as part of your corporate, partnership, or other legal or business entity name, any domain name, any email address, any web site address, or other identification in any print, electronic or other medium, other than your Office web site; or with any prefix, suffix or other modifying word, term, symbol or design. You cannot use any Mark in the performance of any unauthorized services or the sale of any unauthorized products, or in any manner we have not authorized in writing.

On January 5, 2023, Flex Realty, LLC filed a petition with the Trademark Trial and Appeal Board to cancel our registration for the Mark "Full Service for Less!". We filed an answer to the petition on February 14, 2023. The parties ~~are currently conducting~~ discovery and briefs will be due in October 2024 and November 2024. No hearing is currently scheduled for this proceeding.

Other than this proceeding, there are no currently effective material determinations of the USPTO, any Trademark Trial and Appeal Board, any state trademark administrator or any court, and nor are there any pending interference, infringement, opposition or cancellation proceedings or material litigation, involving any of the Marks in any manner that is material to the franchised business. There are no decided infringement, cancellation or opposition proceedings in which we unsuccessfully fought to prevent registration of another trademark to protect the Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of the Marks in any manner that is material to the franchised business.

We will control any administrative proceedings or litigation involving the Marks. You must notify us of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark or similar mark, and you may not communicate with any person other than us and our attorneys in any infringement, challenge or claim. We have the right to take whatever action we consider appropriate and to control exclusively any litigation or other proceeding involving any infringement, challenge or claim involving any Mark. You must sign all documents, provide all assistance and take all actions that we or our attorneys say are necessary or advisable to protect and maintain our interests in any litigation or proceeding involving the Marks or otherwise to protect and maintain our interests in the Marks, and registrations thereof.

If it becomes advisable at any time in our sole discretion for you to modify or discontinue the use of any Mark and/or to use 1 or more additional or substitute trade or service marks, you must, at your expense, comply with our directions within a reasonable time after receiving notice.

We are not obligated by the franchise agreement to protect your right to use the Marks or to protect you (by way of indemnification or otherwise) against infringement or unfair competition claims involving your use of the Marks. However, we intend to take all action necessary to protect our rights in the Marks and the use of the Marks by ASSIST-2-SELL Offices.

We do not actually know of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or copyrights are material to the franchise.

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but we claim common-law copyrights in various materials used in operating ASSIST-2-SELL Offices, including the Operating Materials (consisting of manuals, software, handbooks, workbooks, forms and periodicals). You may use these various materials only in the manner we specify and only while operating your Office under the franchise agreement. The Operations Materials that you may use in operating your Office include our confidential information, consisting of office set-up techniques, accounting procedures, quality control procedures and other methods of operating ASSIST-2-SELL Offices. You may not use this confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

You must notify us immediately of any apparent infringement of or challenge to any of our copyrights, or of any claim by any person of any rights in any of our copyrights, and you may not communicate with any person other than us and our attorneys in any infringement, challenge or claim involving any of our copyrights. You must sign all documents, provide all assistance and take all actions that we or our attorneys say are necessary or advisable to protect and maintain our interests in any litigation or proceeding involving our copyrights or otherwise to protect and maintain our interests in the copyrights.

In our sole discretion, we may require you to modify or discontinue the use of any material covered by a copyright and/or use 1 or more additional or substitute materials at your expense within a reasonable time after receiving notice.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials, nor are there any infringing uses actually known to us that could materially affect a franchisee's use of the copyrighted materials in any state. There are no agreements currently in effect that significantly limit our right to use or authorize franchisees to use the copyrighted materials. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when such action is in our best interest.

You must have each employee sign an agreement before you grant him or her access to our manuals or any other proprietary and confidential information, in which he or she agrees to the confidentiality of the ASSIST-2-SELL system, agrees not to use any information about the ASSIST-2-SELL system for his or her own benefit without an appropriate license, and agrees not to compete in certain respects with your business and other franchisees' businesses (see Attachments 5 and 6 of the franchise agreement).

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must operate your Office under the franchise agreement, perform all obligations in the franchise agreement, and continuously exert your best efforts to promote and enhance the business of your Office for the term of the franchise agreement. You may not engage in any other real estate business or other business or enterprise that may be in competition with us or our franchisees. Neither

you nor your owners, if you are a business entity, must participate personally in the direct operation of your Office, although we recommend that you or a principal owner do so, in which event you or the principal owner must at all times hold a valid real estate broker license. If you or a principal owner does not directly supervise your Office or have a valid real estate broker license, you must secure the services of a validly licensed real estate broker under whose license your Office will be conducted and who will be responsible for managing your Office. If you are a business entity, this broker-manager need not have an equity interest in you, but must agree in writing to preserve the confidentiality of any confidential information to which he or she has access. You or your principal owner or, if applicable, your broker-manager, must devote his or her full time and best efforts to managing and supervising your Office's operations.

If you are a business entity, all of your principal owners, and any broker-manager, must successfully complete the training program to our satisfaction before your Office opens, although we may grant you additional time. If you are a business entity, we may require all of your principal owners, and any broker-manager, to attend and successfully complete a refresher training program on or after the 1st anniversary of the effective date of your franchise agreement (see Item 11). If you are a business entity, your owners must personally guarantee your obligations under the franchise agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the franchise agreement, including monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities (see Attachment 2 to the franchise agreement).

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may operate your Office only at the approved location. However, you are not limited by us to marketing, advertising and listing or selling property or representing clients within any defined area. You are free to deal with property and/or represent clients and customers wherever they are located, but you may only advertise using a telephone number with a prefix within the Protected Area unless we permit otherwise. Similarly, other franchisees are free to advertise and market their services and to deal with property and/or represent clients and customers that are located in your Protected Area or otherwise located near you. You are encouraged, but not required, to refer all requests for real estate services in areas where you do not operate to the ASSIST-2-SELL Office in that area.

Your Office may offer only the real estate brokerage and related services we require or authorize for ASSIST-2-SELL Offices. We have the unlimited right to change these required and authorized services. You must offer all goods and services authorized for ASSIST-2-SELL Offices.

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Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
(a) Length of the franchise term	2A	1 year
(b) Renewal or extension of the term	2E	If you are in good standing, you can renew the franchise on our then-current terms.

Provision	Section in Franchise Agreement	Summary
(c) Requirements for you to renew or extend	2E	You must give timely notice, remain in compliance, attend and successfully complete any required training, sign our then-current agreement and pay the renewal fee. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
(d) Termination by you	Not applicable	None
(e) Termination by us without cause	Not applicable	We cannot terminate unless you default.
(f) Termination by us with cause	13	We can terminate only if you default.
(g) "Cause" defined – curable defaults	13	You have 10 days to cure monetary defaults and 15 days to cure any default not specifically listed in Section 13 of the franchise agreement.
(h) "Cause" defined – non-curable defaults	13	Non-curable defaults include failure to open the Office within 180 days, failure to attend mandatory training, abandonment, loss of right to occupy Office premises, failure to operate the Office for 15 consecutive days, unapproved transfers, bankruptcy, assignment for the benefit of creditors or appointment of a trustee or receiver, conviction of a felony, unprofessional, dishonest or unethical conduct, default under promissory note, 3 or more defaults in 12 months (even if you cured after written notice from us).
(i) Your obligations on termination, expiration or non-renewal	14	Obligations include payment of outstanding amounts within 5 days, complete de-identification, return of confidential information, compliance with the covenant not to compete, assignment of Internet identifiers, telephone numbers, directory listings, and local office trade name, allow us and other A2S Affiliates to solicit sales agents or listings, and keep us advised of your contact information for 3 years. You must pay us a royalty fee and the Marketing and Development Fee on income from listing agreements, sales contracts or other transactions entered into before the expiration, non-renewal or earlier termination of the franchise even if you have not received the income when the franchise expires, is not renewed or is terminated.
(j) Assignment of contract by us	12A	No restriction on our right to assign.
(k) "Transfer" by you definition	12B	Includes any transfer of franchise agreement or assets, or ownership change.

Provision	Section in Franchise Agreement	Summary
(l) Our approval of transfer by you	12B, 12C & 12D	We have the right to approve all transfers. We will not unreasonably withhold approval of transfers of non-controlling interests in you. We may, in our sole discretion, withhold our approval of any transfer to another ASSIST-2-SELL franchisee.
(m) Conditions for our approval of transfer	12D	You have complied with franchise agreement, you submit the relevant documents, you pay all amounts due, transferee(s) are qualified individual(s) who attend and successfully complete training, lease for Office is assigned, transfer fee is paid, general release is signed and transferee(s) sign new franchise agreement.
(n) Our right of first refusal to acquire your business	12H	We have 30 days after receipt of a written notice from you about a proposed transfer to an unrelated 3 rd party to match any offer to acquire your business.
(o) Our option to purchase your business	Not applicable	Not applicable
(p) Your death or disability	12E	On your or a principal owner's death or permanent disability, your or that owner's interest must be transferred to an approved person within 6 months.
(q) Non-competition covenants during the term of the franchise agreement	4G	No ownership interest in, or performance of services for, any other real estate service business or other competitive business anywhere, including any mortgage business or title insurance/escrow business.
(r) Non-competition covenants after the franchise is terminated or expires	4G	For 6 months after termination, expiration or non-renewal of the franchise, no ownership in, or performance of services for, any other real estate service business anywhere that offers discount fees or menu of services type fee structures including, but not limited to, the advertising of a percentage commission, a flat fee or advertising a program offering commission savings. For 2 years after termination, expiration or non-renewal of the franchise, no ownership in, or performance of services for, any other real estate service business that offers competitive fee or menu of services type fee structures, including but not limited to, the advertising of a percentage commission or flat fee, and located within a 50-mile radius of the protected area of any A2S Affiliate or within a 50-mile radius of the premises defined in your franchise agreement.
(s) Modification of the agreement	4F	No modifications generally, but we may change Operations Materials and System standards.

Provision	Section in Franchise Agreement	Summary
(t) Integration/merger clause	18	Only the terms of the franchise agreement and its attachments are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
(u) Dispute resolution by arbitration or mediation	15	Except for certain claims, and unless the parties agree otherwise, all disputes must be arbitrated in Reno, Nevada (subject to state law).
(v) Choice of forum	15F & 16J	Litigation must be in Reno, Nevada (subject to state law).
(w) Choice of law	16J	Nevada law applies, except the law of the state where the largest geographic portion of your territory is located applies to non-competition covenants (subject to state law).

Item 18

PUBLIC FIGURES

We do not use any public figure to promote the ASSIST-2-SELL franchise system.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information, and if the information is included in this disclosure document. Financial performance information that differs from any included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet that you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Ryan Elliott, Assist-2-Sell, Inc., 6490 S. McCarran Blvd., Ste. F-46, Reno, Nevada 89509, (775) 688-6060 and the Federal Trade Commission and any appropriate state regulatory agencies.

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary for Years 20210 to 20232

Outlet Type	Year	Outlets At Start Of Year	Outlets At End Of Year	Net Change
Franchised	2021 <u>0</u>	131 <u>7</u>	1263 <u>1</u>	-56
	2022 <u>1</u>	1263 <u>1</u>	1206	-65
	2023 <u>2</u>	1206	1209	-116
Company-Owned	2021 <u>0</u>	1	1	0
	2022 <u>1</u>	1	1	0
	2023 <u>2</u>	1	1	0
Total Outlets	2021<u>0</u>	1328	1273<u>2</u>	-56
	2022<u>1</u>	1273<u>2</u>	1217	-65
	2023<u>2</u>	1217	1210	-116

TABLE NO. 2
Transfers of Outlets From Franchisees to New Owners (Other than Franchisor or an Affiliate) For Years 20210 to 20232

State	Year	Number Of Transfers
Florida	2021 <u>0</u>	10
	2022 <u>1</u>	01
	2023 <u>2</u>	0
Total	2021<u>0</u>	10
	2022<u>1</u>	01
	2023<u>2</u>	0

TABLE NO. 3
Status of Franchised Outlets
For Years 20210 to 20232

State	Year	Outlets At Start Of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations For Other Reasons	Outlets At End Of Year
AL	2021 <u>0</u>	2	0	0	0	0	0	2
	2022 <u>1</u>	2	0	0	0	0	0	2
	2023 <u>2</u>	2	0	0	0	0	0	2
CA	2021 <u>0</u>	79	10	0	0	0	02	87
	2022 <u>1</u>	87	01	0	0	0	10	78
	2023 <u>2</u>	78	0	10	0	0	1	57
CO	2021 <u>0</u>	156	0	0	0	0	1	145
	2022 <u>1</u>	145	10	0	0	0	1	14
	2023 <u>2</u>	14	01	0	0	0	1	134
CT	2021 <u>0</u>	1	0	0	0	0	0	1
	2022 <u>1</u>	1	0	0	0	0	0	1
	2023 <u>2</u>	1	0	0	0	0	0	1
FL	2021 <u>0</u>	202	10	0	0	0	12	20

State	Year	Outlets At Start Of Year	Outlets Opened	Termina- tions	Non- Renewals	Reacquired By Franchisor	Ceased Operations For Other Reasons	Outlets At End Of Year
	2022 ₁	20	0 ₁	0	0	0	0 ₁	20
	2023 ₂	20	1 ₀	0	0	0	3 ₀	18 ₂₀
GA	2021 ₀	5 ₆	0	0	0	0	1	4 ₅
	2022 ₁	4 ₅	0	0	0	0	0 ₁	4
	2023 ₂	4	0	0	0	0	0	4
ID	2021 ₀	7	0	0	0	0	0	7
	2022 ₁	7	0	0	0	0	0	7
	2023 ₂	7	0	0	0	0	1 ₀	6 ₇
IL	2021 ₀	1 ₀	0 ₁	0	0	0	0	1
	2022 ₁	1	0	0	0	0	1 ₀	0 ₁
	2023 ₂	0 ₁	0	0	0	0	0 ₁	0
IN	2021 ₀	5	0	0	0	0	0	5
	2022 ₁	5	0	0	0	0	1 ₀	4 ₅
	2023 ₂	4 ₅	0	0	0	0	0 ₁	4
KY	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	0	1
	2023 ₂	1	0	0	0	0	1 ₀	0 ₁
ME	2021 ₀	2	0	0	0	0	0	2
	2022 ₁	2	0	0	0	0	1 ₀	1 ₂
	2023 ₂	1 ₂	0	0	0	0	0 ₁	1
MD	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	0	1
	2023 ₂	1	0	0	0	0	0	1
MA	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	0	1
	2023 ₂	1	0	0	0	0	0	1
MI	2021 ₀	2 ₃	0	0	0	0	0 ₁	2
	2022 ₁	2	0	0	0	0	1 ₀	1 ₂
	2023 ₂	1 ₂	0	0	0	0	0 ₁	1
MN	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	0	1
	2023 ₂	1	0	0	0	0	0	1
MO	2021 ₀	3	0	0	0	0	0	3
	2022 ₁	3	0	0	0	0	0	3
	2023 ₂	3	0	0	0	0	0	3
NV	2021 ₀	2 ₁	0 ₁	0	0	0	0	2
	2022 ₁	2	0	0	0	0	0	2
	2023 ₂	2	0	0	0	0	2 ₀	0 ₂
NH	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	0	1
	2023 ₂	1	0	0	0	0	0	1
NM	2021 ₀	2	0	0	0	0	0	2
	2022 ₁	2	0	0	0	0	0	2
	2023 ₂	2	0	0	0	0	0	2
NY	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	1 ₀	0	0	0	0	2 ₁
	2023 ₂	2 ₁	0 ₁	0	0	0	0	2
NC	2021 ₀	3	0	0	0	0	0	3
	2022 ₁	3	0	0	0	0	0	3
	2023 ₂	3	0	0	0	0	0	3

State	Year	Outlets At Start Of Year	Outlets Opened	Termina- tions	Non- Renewals	Reacquired By Franchisor	Ceased Operations For Other Reasons	Outlets At End Of Year
OH	2021 ₀	3	0	0	0	0	0	3
	2022 ₁	3	0	0	0	0	0	3
	2023 ₂	3	0	0	0	0	0	3
OK	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	0	1
	2023 ₂	1	0	0	0	0	1 ₀	0 ₁
OR	2021 ₀	2	0	0	0	0	0	2
	2022 ₁	2	0	0	0	0	0	2
	2023 ₂	2	0	0	0	0	0	2
PA	2021 ₀	5	0	0	0	0	1 ₀	4 ₅
	2022 ₁	4 ₅	0	0	0	0	1	3 ₄
	2023 ₂	3 ₄	0	0	0	0	1	2 ₃
SC	2021 ₀	3	0	0	0	0	0	3
	2022 ₁	3	0	0	0	0	0	3
	2023 ₂	3	1 ₀	0	0	0	0	4 ₃
SD	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	0	1
	2023 ₂	1	0	0	0	0	0	1
TN	2021 ₀	2 ₃	0	0	0	0	0 ₁	2
	2022 ₁	2	0	0	0	0	0	2
	2023 ₂	2	0	0	0	0	0	2
TX	2021 ₀	6	0	0	0	0	2 ₀	4 ₆
	2022 ₁	4 ₆	0	0	0	0	0 ₂	4
	2023 ₂	4	0	0	0	0	0	4
UT	2021 ₀	3	0	0	0	0	0	3
	2022 ₁	3	0	0	0	0	1 ₀	2 ₃
	2023 ₂	2 ₃	0	0	0	0	0 ₁	2
VA	2021 ₀	4	0	0	0	0	0	4
	2022 ₁	4	0	0	0	0	0	4
	2023 ₂	4	0	0	0	0	0	4
WA	2021 ₀	2	0	0	0	0	0	2
	2022 ₁	2	0	0	0	0	0	2
	2023 ₂	2	0	0	0	0	0	2
WV	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	0	0	0	0	1 ₀	0 ₁
	2023 ₂	0 ₁	0	0	0	0	0 ₁	0
WI	2021 ₀	8	0	0	0	0	0	8
	2022 ₁	8	0	0	0	0	0	8
	2023 ₂	8	0	0	0	0	0	8
WY	2021 ₀	1	0	0	0	0	0	1
	2022 ₁	1	1 ₀	0	0	0	0	2 ₁
	2023 ₂	2 ₁	0 ₁	0	0	0	1 ₀	1 ₂

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New Brunswick	2021 0	1	0	0	0	0	0	1
	2022 1	1	0	0	0	0	0	1
	2023 2	1	0	0	0	0	0	1
Nova Scotia	2021 0	2	0	0	0	0	0	2
	2022 1	2	0	0	0	0	0	2
	2023 2	2	0	0	0	0	0	2
Ontario	2021 0	3	0	0	0	0	0	3
	2022 1	3	0	0	0	0	1	2
	2023 2	2	0	0	0	0	0	2
Total	2021 0	131 7	2	0	0	0	78	1263 1
	2022 1	1263 1	32	0	0	0	97	1206
	2023 2	1206	23	10	0	0	129	1209

TABLE NO. 4
Status of Company-Owned Outlets
For Years 2021~~0~~ to 2023~~2~~

State	Year	Outlets At Start Of Year	Outlets Opened	Outlets Re-Acquired From Franchisees	Outlets Closed	Outlets Sold To Franchisees	Outlets At End Of Year
NV	2021 0	1	0	0	0	0	1
	2022 1	1	0	0	0	0	1
	2023 2	1	0	0	0	0	1
Total	2021 0	1	0	0	0	0	1
	2022 1	1	0	0	0	0	1
	2023 2	1	0	0	0	0	1

TABLE NO. 5
Projected Openings as of December 31, 2023~~2~~

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In 2024 3	Projected New Company-Owned Outlets In 2024 3
Alabama	0	1	0
Arizona	0	2 3	0
California	0	3 2	0
Colorado	0	1	0
Florida	0	2	0
Georgia	0	1	0
Idaho	0	1	0
Massachusetts	0	1	0
New Mexico	0	1	0
New York	0	1 2	0
North Carolina	0	2	0
Ontario, CN	0	1	0
Oregon	0	1	0
Pennsylvania	0	2 1	0
South Carolina	0	1	0
Tennessee	0	1 2	0
Texas	0	2	0
Virginia	0	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In 2024 3	Projected New Company-Owned Outlets In 2024 3
Wyoming	0	1	0
Total	0	267	0

Exhibit C is a list of the names, outlet business addresses and outlet business telephone numbers of our franchisees as of December 31, 2023~~2~~.

Exhibit D is a list of the names, cities and states and current business telephone numbers (or if unknown, last known home telephone numbers) of franchisees who had franchises terminated, cancelled or not renewed (~~10~~ franchisees), who otherwise voluntarily or involuntarily ceased to do business under their franchise agreements (0 franchisees transferred, ~~129~~ franchisees ceased operations for other reasons) during our most recent fiscal year, or who had not communicated with us within 10 weeks of the date of this disclosure document (0 franchisees).

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No current or former franchisees have signed confidentiality clauses with us during the last 3 fiscal years which would restrict them from speaking openly with you about their experience with us.

We have a Marketing and Development Advisory Committee. Contact information is as follows: Wes Brown, 4200 Ridgcrest Circle, Building 1, Amarillo, Texas 79109, (806) 351-2346, assist2sell@arn.net

Item 21

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit B are our audited financial statements for the fiscal years ending December 31, 2023~~2~~, December 31, 2022~~1~~ and December 31, 2021~~0~~, ~~as well as our unaudited financial statements for the period from January 1, 2023 through August 31, 2023.~~

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Item 22

CONTRACTS

Attached to this disclosure document as Exhibit A are the franchise agreement and attachments, as follows:

- Attachment 1 - Legal Entity Ownership Information
- Attachment 2 - Guaranty and Assumption of Obligations
- Attachment 3 - Trade Name, Office Premises and Protected Area
- Attachment 4 - Telephone and Internet Service and Listing Transfer Consent and Authorization
- Attachment 5 - Manager Confidentiality and Non-competition Agreement
- Attachment 6 - Agent Confidentiality Agreement
- Attachment 7 - ACH Origination Authorization
- Attachment 8 - List of Excluded Prior Transactions
- Attachment 9 - Renewal Addendum to Franchise Agreement
- Attachment 10 - Transfer Addendum to Franchise Agreement
- Attachment 11 - Commission Disbursement Instructions/Authorization

Item 23

RECEIPTS

Exhibit G includes detachable documents acknowledging your receipt of this disclosure document.

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ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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MARYLAND ADDENDUM TO THE DISCLOSURE DOCUMENT

1. Item 17, Summary column for (m) is amended to add the following:

The general release required as a condition of transfer will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.
2. Item 17, Summary column for (v) is amended to add the following:

Maryland statute Section 14-216(c)(25) prohibits us from requiring litigation to be conducted outside Maryland. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Maryland statute Section 14, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
3. Item 17 of this disclosure document is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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EXHIBIT A
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

2024~~3~~

STATE



TABLE OF CONTENTS

SECTION	PAGE
1. INTRODUCTION.....	1
2. GRANT AND RENEWAL OF FRANCHISE	2
A. GRANT AND TERM OF FRANCHISE	2
B. FULL TERM PERFORMANCE	2
C. PROTECTED AREA	2
D. RESERVATION OF RIGHTS.....	2
E. RENEWAL OF FRANCHISE	2
3. OPENING AND EQUIPPING OF OFFICE	3
4. MARKS, SYSTEM, CONFIDENTIAL INFORMATION, OPERATION MATERIALS AND NON-COMPETITION COVENANTS	3
A. OWNERSHIP AND GOODWILL OF MARKS AND SYSTEM	3
B. LIMITATIONS ON YOUR USE OF THE MARKS	3
C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.....	4
D. DISCONTINUANCE OF USE OF THE MARKS	4
E. CONFIDENTIAL INFORMATION	4
F. OPERATIONS MATERIALS, SYSTEM STANDARDS AND IMPROVEMENTS TO THE SYSTEM.....	5
G. NON-COMPETITION AGREEMENT	6
5. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION.....	6
A. INDEPENDENT CONTRACTOR; NO FIDUCIARY RELATIONSHIP	6
B. CONDUCT OF BUSINESS OF THE OFFICE	6
C. NO LIABILITY; NO WARRANTIES.....	7
D. INDEMNIFICATION	7
6. FEES	7
A. INITIAL FRANCHISE FEE	7
B. ROYALTY FEES	7
C. ADVERTISING AND PROMOTION FEES	8
D. LATE FEES AND INTEREST; ELECTRONIC PAYMENT	9
E. APPLICATION OF PAYMENTS	9
7. QUOTA	9
8. BUSINESS IMAGE AND OPERATING STANDARDS.....	9
A. APPEARANCE OF OFFICE	9
B. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES	9
C. INSURANCE	10
D. ORGANIZATION OF FRANCHISE OWNER	10
E. MANAGEMENT OF THE OFFICE	10
F. TRAINING	11
G. PROFESSIONAL MEMBERSHIPS	11
H. A2S REFERRAL SYSTEM	11
I. MATERIALS AND SUPPLIES	11
J. INTERNET ACCESS; WEB SITE; TELEPHONE	11

TABLE OF CONTENTS

SECTION	PAGE
9. GUIDANCE AND ASSISTANCE	12
A. TRAINING	12
B. OPENING ASSISTANCE.....	12
C. MARKETING AND DEVELOPMENT	12
D. CONSULTATION AND EDUCATIONAL COURSES.....	12
E. SYSTEM RECOGNITION AND PROMOTION	13
F. CONVENTIONS AND MEETINGS	13
G. CATALOGS AND PROFESSIONAL PUBLICATIONS	13
H. OUR WEB SITE(S)	13
10. RECORDS AND REPORTS	13
A. ACCOUNTING AND RECORDS	13
B. REPORTS.....	13
C. PROPERTY LISTINGS AND TRANSACTION INFORMATION	13
11. INSPECTIONS AND AUDITS	14
12. TRANSFER AND ASSIGNMENT PROVISIONS	14
A. TRANSFER BY US	14
B. NO TRANSFER OR ASSIGNMENT WITHOUT OUR APPROVAL	14
C. CONDITIONS FOR YOUR TRANSFER OR ASSIGNMENT OF MINORITY INTEREST	15
D. CONDITIONS FOR YOUR TRANSFER OR ASSIGNMENT OF AGREEMENT, FRANCHISE, ASSETS OR CONTROLLING INTEREST.....	15
E. DEATH OR DISABILITY	16
F. TRANSFER TO LEGAL ENTITY	16
G. EFFECT OF OUR APPROVAL OF TRANSFER OR ASSIGNMENT.....	16
H. OUR RIGHT OF FIRST REFUSAL.....	16
13. TERMINATION OF THE FRANCHISE.....	17
14. RIGHTS AND OBLIGATIONS OF US AND YOU ON TERMINATION, EXPIRATION OR NON-RENEWAL OF THE FRANCHISE	17
A. PAYMENT OF AMOUNTS OWED TO US	17
B. DE-IDENTIFICATION	18
C. PREMISES.....	18
D. CONTINUING OBLIGATIONS.....	19
15. DISPUTE RESOLUTION	19
A. US AND YOU	19
B. A2S AFFILIATES AND A2S AGENTS.....	19
C. NON-A2S SALES AGENTS.....	19
D. HOME BUYER DISPUTES	19
E. ALTERNATIVES	19
F. LOCALE	20
G. PROCEDURE	20
H. EXCEPTIONS TO MEDIATION AND ARBITRATION	20

TABLE OF CONTENTS

SECTION	PAGE
16. ENFORCEMENT	20
A. INVALID PROVISIONS; SUBSTITUTION OF VALID PROVISIONS	20
B. UNILATERAL WAIVER OF OBLIGATIONS	20
C. WRITTEN CONSENTS FROM US	20
D. NO GUARANTEES	21
E. NO WAIVER.....	21
F. CUMULATIVE REMEDIES	21
G. SPECIFIC PERFORMANCE; INJUNCTIVE RELIEF	21
H. COSTS AND LEGAL FEES	21
I. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL	21
J. GOVERNING LAW/CONSENT TO JURISDICTION	22
K. BINDING EFFECT	22
L. NO LIABILITY TO OTHERS; NO OTHER BENEFICIARIES	22
M. CONSTRUCTION	22
N. JOINT AND SEVERAL LIABILITY	22
O. MULTIPLE ORIGINALS	22
P. TIMING IS IMPORTANT	22
Q. INDEPENDENT PROVISIONS	22
R. YOU MAY NOT WITHHOLD PAYMENT	22
S. RELEASE OF PRIOR CLAIMS	23
T. ACTIONS BARRED	23
U. SURVIVAL	23
17. NOTICES AND PAYMENTS	23
18. CANCELLATION OF PRIOR UNDERSTANDINGS/ENTIRE AGREEMENT	23
19. ACKNOWLEDGMENTS	23
STATE RIDERS TO FRANCHISE AGREEMENT, IF REQUIRED	
Attachment 1	LEGAL ENTITY OWNERSHIP INFORMATION
Attachment 2	GUARANTY AND ASSUMPTION OF OBLIGATIONS
Attachment 3	TRADE NAME, OFFICE PREMISES AND PROTECTED AREA
Attachment 4	TELEPHONE AND INTERNET SERVICE AND LISTING TRANSFER CONSENT AND AUTHORIZATION
Attachment 5	MANAGER CONFIDENTIALITY AND NONCOMPETITION AGREEMENT
Attachment 6	AGENT CONFIDENTIALITY AGREEMENT
Attachment 7	ACH ORIGINATION AUTHORIZATION
Attachment 8	LIST OF EXCLUDED PRIOR TRANSACTIONS
Attachment 9	RENEWAL ADDENDUM TO FRANCHISE AGREEMENT
Attachment 10	TRANSFER ADDENDUM TO FRANCHISE AGREEMENT
Attachment 11	COMMISSION DISBURSEMENT INSTRUCTIONS/AUTHORIZATION

ASSIST-2-SELL FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is entered into as of (DATE) ("Agreement Date"). The parties to this Agreement are us, Assist-2-Sell, Inc., a Nevada corporation, you, (YOUR INDIVIDUAL OR LEGAL ENTITY NAME) and, if you are a legal entity, your Owners, as described on Attachment 1. This Agreement is for an ASSIST-2-SELL® real estate services office to be operated under the trade name that we approve, as described on Attachment 3 (YOUR LOCAL OFFICE NAME), and located at a premises determined by you and approved by us, as described on Attachment 3 (YOUR BUSINESS ADDRESS).

1. INTRODUCTION.

This Agreement has been written in an informal style in order to make it more easily readable and to be sure that you become thoroughly familiar with all of the important rights and obligations this Agreement covers before you sign it. In this Agreement, we refer to us as "we," "us" or "our." We refer to you as "you" or "Franchise Owner". If you make an assignment or transfer of this Agreement to a legal entity under Section 12, or if this Agreement is being signed with the renewal of the Franchise and you are presently a legal entity, certain provisions are applicable to your shareholder(s), member(s), partner(s) or other owner(s). We have relied on the qualifications, business skill, financial capability and personal character of these individuals in permitting assignment or transfer or in entering into this Agreement. This individual or these individuals will be referred to in this Agreement as "Owners." We refer to the franchised businesses as "A2S offices". We refer to other ASSIST-2-SELL franchisees as "A2S Affiliates".

Through the expenditure of considerable time, effort and money, we have developed a methodology and system for the establishment and operation of a business offering professional real estate services ("System") under the name ASSIST-2-SELL and certain other service marks, trademarks, trade dress and other commercial symbols, and service marks, trademarks, trade dress and commercial symbols that we may develop ("Marks"). The distinguishing characteristics of the System include:

- (1) Common use and promotion of the Marks;
- (2) Distinctive sales and promotional materials;
- (3) Methodology of marketing, promoting, soliciting, securing, listing and referring brokerage opportunities, designed to attract individuals to contact an A2S office and to generate listings for A2S offices;
- (4) Standardized procedures for operation of an A2S office to provide courteous, efficient, professional services to the public under ethical standards and policies;
- (5) Standardized supplies and materials for the operation of an A2S office;
- (6) A discount fee or "menu of services" concept, including a "flat-fee" commission and an "MLS for Less" commission; and
- (7) A combination of "know how" and methods developed for the operation of an A2S office that is specific to the real estate business conducted by A2S offices.

This Franchise Agreement is being presented to you because you wish to acquire knowledge about the System and the proprietary materials of Franchisor, and to obtain the right to own and be franchised to operate an A2S office. In signing this Agreement, you acknowledge that you had no previous knowledge of or experience with the System, and you further acknowledge your understanding of the importance of our standards of quality and service and the necessity of operating your A2S office in conformity with our standards and specifications. You represent to us, as an inducement to our entering into this Agreement with you, that you have made no misrepresentations to us in your application for the rights granted by this Agreement or in the financial information provided by you and your Owners.

2. GRANT AND RENEWAL OF FRANCHISE.

A. GRANT AND TERM OF FRANCHISE.

Subject to the provisions of this Agreement, we grant to you a franchise ("Franchise") to establish a single ASSIST-2-SELL office ("Office") using the Marks to be operated only at the location identified on Attachment 3 ("Premises") and only under the trade name identified on Attachment 3. The term of the Franchise will begin on the Agreement Date and continue for 1 year ("Term"), unless the Franchise is terminated earlier under the provisions of this Agreement. Termination or expiration of this Agreement is termination or expiration of your Franchise.

B. FULL TERM PERFORMANCE.

You agree to operate the Office at the Premises under the provisions of this Agreement, perform the obligations of this Agreement, and continuously exert your best efforts to promote and enhance the business of the Office for the Term.

C. PROTECTED AREA.

You have the right to operate a single A2S office only at the Premises identified on Attachment 3. You will not receive an exclusive territory. However, if you are in compliance with this Agreement, we will not operate or grant another person or entity the right to operate another A2S office within a 1-mile radius of your Premises ("Protected Area"). Subject to any restrictions or limitations placed upon you by state licensing laws, neither you nor any other A2S office is limited to advertising, marketing or to listing or selling property or representing clients within any defined area. Accordingly, you are free to advertise, market and deal with property and/or represent clients and customers in or outside of your Protected Area. Likewise, other A2S offices are free to advertise, market and deal with property and/or represent clients and customers in your Protected Area unless otherwise agreed to in writing. However, when advertising, you may only use a telephone number with a prefix that is within your Protected Area unless we permit otherwise. You are encouraged, but not obligated, to refer to other A2S offices all requests for real estate services in areas in which you are unable or elect not to operate.

D. RESERVATION OF RIGHTS.

We retain the right to operate and to grant others the right to operate (1) A2S offices and/or any other types of real estate brokerage businesses or non-real estate brokerage businesses under the Marks or any other trademark or service mark anywhere outside the Protected Area; (2) non-real estate brokerage businesses under the Marks or any other trademark or service mark anywhere in the Protected Area; and (3) real estate brokerage businesses that are not A2S businesses and do not use any Mark anywhere in the Protected Area.

E. RENEWAL OF FRANCHISE.

If you (and your Owners, as appropriate) have complied with all of the terms and conditions of this Agreement throughout the Term, you may, at your option, renew the Franchise for an additional 1-year term, if you:

- (1) Give us written notice of your election to renew the Franchise at least 3 months before the end of the Term;
- (2) Continue to comply with all of the terms of this Agreement to the end of the Term;
- (3) Sign our then-current form of franchise agreement (and any renewal addendum), which will supersede this Agreement, and which may contain different terms than this Agreement, including different fees and marketing and development contributions;

(4) Attend and successfully complete, at your expense, any training classes we may require at the time of renewal; and

(5) Pay us a renewal fee of \$2,995.

If you continue to operate the Office as an A2S office after the end of the Term without complying with the foregoing renewal conditions, you will be considered to be operating on a month-to-month basis under the terms of our then-current franchise agreement; and provided, that we may terminate your right to operate at any time, with or without cause, upon 10 days written notice to you, and we may operate or grant another A2S Affiliate the right to operate in the Protected Area.

3. OPENING AND EQUIPPING OF OFFICE.

The Office may not be attached to or part of a private residence without our prior written consent and your compliance with state and local laws. The Office may not be within a 1-mile radius of any existing A2S office. You agree that you will not operate the Office from any location other than the approved Premises without our prior written consent. You will not operate or conduct any business or activity at the Premises other than the A2S real estate service business authorized by this Agreement, either under your trade name or under any other name, without our prior written approval.

You agree to cause the Office to be open and operating within 180 calendar days after the Agreement Date. "Open" means having an office that has been approved by us, equipped with furniture and equipment necessary to conduct an A2S office as we specify. In particular, to facilitate your reporting to us and to meet other communication requirements, you must have and maintain, at your sole expense: a computer system compatible with our communications and data reporting requirements, including computer hardware and software that meets certain minimum standards we specify; a dedicated telephone line and DSL or cable modem for Internet access in accordance with our specifications, for transaction management and monthly report filing. You agree to use only telephone numbers and/or telecommunication lines with a prefix for the geographic area associated with your Protected Area unless we permit otherwise. You may not use or feature a toll-free telephone number in any of your advertising without our written consent. You may not use telephone numbers with prefixes used by any other A2S Affiliates unless that prefix is also for your Protected Area unless we permit otherwise.

4. MARKS, SYSTEM, CONFIDENTIAL INFORMATION, OPERATIONS MATERIALS AND NON-COMPETITION COVENANTS.

A. OWNERSHIP AND GOODWILL OF MARKS AND SYSTEM.

You agree that we are the exclusive owner of the Marks and the System and that your right to use the Marks and the System is derived solely from this Agreement and is limited to your operation of the Office under and in compliance with this Agreement and all applicable standards, specifications, and operating procedures we require during the Term. You agree to use the Marks and the System only as we authorize. Any unauthorized use of the Marks or the System is a breach of this Agreement and an infringement of our rights in and to the Marks and the System. You agree that all your use of the Marks and the System and any goodwill established by your use inures to our benefit exclusively and automatically vests in and remains our property. You further agree that this Agreement does not confer any goodwill or other interests in the Marks on you (other than the right to operate an A2S office in compliance with this Agreement). All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, commercial symbols, designs, art work and logos we authorize and/or license you to use during the Term.

B. LIMITATIONS ON YOUR USE OF THE MARKS.

You agree to display the Marks in the manner we specify and to use notices of trademark and service mark registrations as we specify. You may use the Marks only for the A2S real estate service business authorized by this Agreement. You agree to use the Mark ASSIST-2-SELL as the first word in the trade name of the Office, to operate the Office only under that trade name and to obtain any trade, fictitious or assumed name registration as required under applicable law. We do not warrant against

duplication or similarity of trade names used by other A2S Affiliates. You agree to use the Mark ASSIST-2-SELL or any other Mark that we designate in all of your advertising. You may not use any Mark or any derivation or modified version of any Mark or any confusingly similar name with any prefix, suffix or other modifying word, term, symbol or design or as part of any legal entity or other business name, web site address, email address, domain name or other identification in any print, electronic or other medium, or in any other manner that we have not expressly authorized in writing. You further agree that none of your agents may use any Mark on any web site or otherwise maintain any real estate-related web site other than your Office web site unless we expressly authorize such use in writing. You may not use any Mark or any commercial symbol similar to any Mark, in connection with the sale of any other service or product, or in any other manner that we have not expressly authorized in writing.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

You agree to immediately notify us in writing of any apparent infringement of or challenge to any of our copyrights or Marks, or claim by any person of any rights in our copyrights, Marks or similar trade names, trademarks or service marks of which you became aware. You agree not to communicate with anyone except us, and our respective counsel in any infringement, challenge or claim and agree that we have the sole right to control any litigation or other proceeding involving any infringement, challenge or claim. You agree to sign all documents, render all assistance, and do all acts that our attorneys say are necessary or advisable in order to protect and maintain our interests in any litigation or proceeding involving our copyrights or the Marks or to otherwise protect and maintain our interests in our copyrights or the Marks.

D. DISCONTINUANCE OF USE OF MARKS.

If it becomes advisable at any time in our sole judgment for the Office to modify or discontinue the use of any Mark or for the Office to use one or more additional or substitute trade or service marks, including the Mark used as part of the name of the Office, you agree, at your expense, to comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

E. CONFIDENTIAL INFORMATION.

You acknowledge that the System involves trade secrets we own and that, during your relationship with us, you will acquire knowledge of confidential information, including know-how, sales, organizational, marketing, accounting, quality control, operational and other information concerning the System (collectively the "Confidential Information"). You agree that the Confidential Information is necessary and essential to the operation of the Franchise, without which you could not efficiently and effectively operate the same. You agree that the Confidential Information was unknown to you before negotiation for and signing this Agreement. You agree to take all steps necessary, at your own expense, to protect the Confidential Information. You agree that, without our prior written consent, you will never either during or after the term of the Franchise, use or allow the use of any Confidential Information except in connection with the operation of the Office by persons actively involved in the operation of the Office. You further agree that you will not disclose the contents of any manuals, plans, records or other documents relating to the Office to any third party, except a party who is actively involved in the operation of the Office and who has a valid need for disclosure. Any third party or employee to whom Confidential Information is disclosed will be informed that the information is confidential and proprietary to us and that it may not be used except under a franchise agreement with us. You will have each Manager sign an agreement in substantially the form attached as Attachment 5, and each agent sign an agreement in substantially the form attached as Attachment 6. We make no warranties or guarantees that the forms attached as Attachments 5 and 6 conform to your state law or other applicable law or are otherwise enforceable. We encourage you to consult local counsel to make any necessary modifications to the forms attached as Attachments 5 and 6 to make them conform to your state law or other applicable law. You agree that use of any Confidential Information contrary to any term of this Agreement is an act of infringement, and that the use will cause irreparable injury to us and entitle us to an order of specific performance and/or a temporary, preliminary or permanent injunction, without bond, from a court or agency of competent jurisdiction, court costs, reasonable expenses of litigation, reasonable attorney's fees, and any other appropriate relief. You agree that your only remedy if an injunction is entered against

you will be the dissolution of that injunction, if warranted, upon due hearing, and expressly waive all claims for damages caused by the wrongful issuance of any injunction.

F. OPERATIONS MATERIALS, SYSTEM STANDARDS AND IMPROVEMENTS TO THE SYSTEM.

We will provide to you during the Term of the Franchise 1 or more copies of an operations manual or manuals or similar materials containing standards, operating procedures, policies and guidelines we require, information for your other obligations under this Agreement and the operation of the Office, forms for file management, record keeping and fiscal management, camera-ready generic artwork for sales promotion materials, suggested marketing strategies and criteria, and public relations materials (the "Operations Materials"). We may add to and otherwise modify the Operations Materials, if deemed necessary to improve the standards of service or quality or the efficient operation of the Office, to protect or maintain the goodwill associated with the Marks or to meet competition. No addition or modification, however, alters your fundamental status and rights under this Agreement. The Operations Materials, which may be provided in electronic format, will govern certain aspects of the operation of the Office including:

- (1) general appearance and maintenance of the Office;
- (2) standardization of signs, letterheads, business cards and other similar promotional materials;
- (3) use of the Marks and protection of Confidential Information;
- (4) types, models and brands of authorized equipment, supplies, and approved suppliers;
- (5) use of recommended forms;
- (6) use of computer hardware and software;
- (7) adoption of technological developments or advancements;
- (8) addition of new services and modification to existing services; and
- (9) use of marketing programs offered at competitive fees. To preserve the integrity of the System, you agree not to charge any upfront or administrative fees (including, for example, transaction or cancellation fees) without our prior written approval. We do not and will not set the fees you charge. We will suggest guidelines for fees that may be based on various factors that may differ from area to area. You will set your fees, which you may negotiate with your clients.

You agree that the development and operation of the Office under the System is essential to preserve the reputation and professional standards of quality and service of A2S offices and the goodwill associated with the Marks. We may change the System at any time, and changes become part of the System referred to in this Agreement. Any improvements in the System that you develop are dedicated, conveyed to and become our exclusive property. We may adopt and perfect these improvements without compensation to you. You agree that the standards, operating procedures, policies and guidelines in the Operations Materials have been established for the purpose of preserving the reputation, standards and goodwill but do not, and are not intended to, govern the day-to-day affairs and business of the Office. The means and manner in which you conduct the operations of the Office are always your responsibility and subject to your discretion and control. You and any Owner attending the training program are entitled to use the Operations Materials on a loan basis only. The entire contents of the Operations Materials and its supplements remain confidential and our property and must be returned to us on termination, expiration or non-renewal of this Agreement. If you fail to return all Operations Materials, we are entitled to collect \$5,000 as liquidated damages, plus all costs of collection.

G. NON-COMPETITION AGREEMENT.

You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure and we would be unable to encourage a free exchange of ideas and information among A2S offices and A2S Affiliates and between us and A2S offices and A2S Affiliates if you or your Owners were permitted to engage in other businesses competitive with A2S offices or with us. Accordingly, you agree that you, your Owners, the immediate family members of you or your Owners, directly or indirectly, as an officer, director, shareholder, partner, employee, agent or otherwise, without our written consent, will not operate, manage, own, have an interest in or be employed or engaged by:

(1) During the Term of this Agreement (a) any real estate service business other than the Office operated under this Agreement or under any other franchise agreement with us; or (b) any other business or enterprise that may be in competition with us or our A2S Affiliates including, without limitation, any mortgage business or title insurance / escrow business.

(2) After termination, expiration or non-renewal of this Agreement for any reason, any real estate brokerage business that uses, looks like, copies, or imitates our Marks, System, methods, plans, discount fee structure and methodology of doing business including, but not limited to, the advertising of a percentage commission or flat fee (a) for a period of 6 months, or (b) for a period of 2 years if located within a radius of 50 miles of (i) the Premises of any A2S Affiliate, or (ii) the Premises as specified on Attachment 3 of this Agreement.

If you do not violate the above, you may engage in any other real estate business immediately on the expiration, termination or non-renewal of this Agreement. You agree these covenants are reasonable and necessary and your failure to adhere strictly to the restrictions of this covenant will cause us substantial and irreparable damage. Accordingly, you agree that any violation of this covenant entitles us injunctive relief. Further, if you breach this provision, you agree to pay us 40% of the gross income from your competing business.

5. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION.

A. INDEPENDENT CONTRACTOR; NO FIDUCIARY RELATIONSHIP.

The parties agree that this Agreement does not create a fiduciary relationship between us, that you and we are independent contractors, and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to conspicuously identify yourself in all your dealings with clients, customers, suppliers, public officials, Office personnel, and others as the owner of the Office under a Franchise Agreement with us, and agree to place a statement on all of your forms, business cards, stationery, advertising, and other materials that your Office is independently owned and operated or any other statement we require. This statement must also be displayed in a prominent place near the main entrance to your Office.

B. CONDUCT OF BUSINESS OF THE OFFICE.

You agree that we do not regulate the conduct of your business and the Office, including the time and manner in which you obtain listings and sell properties, the commission rates charged by the Office, the commission splits negotiated between you and your agents, the details of the work performed by you or your agents, and the working conditions of the Office, except to the extent necessary to protect the Marks and the System and the goodwill associated with the Marks and the System. All activity within the Office, including those described above, you determine in your own judgment, subject only to the laws and regulations of the state in which the Office is located, the terms of this Agreement, and standards and guidelines received from us. You agree that these standards and guidelines are not fixed, and we may modify or revise them to reflect existing conditions in the highly competitive real estate services marketplace. You are exclusively responsible for and will pay any accounts, assessments, debts, encumbrances, fines, taxes, liens, suits, actions, proceedings, claims, damages, costs, expenses, loss or liability, of any kind or nature, involving your business or the operation of the Office, except when you, in good faith, actively contest the foregoing by appropriate proceeding.

C. NO LIABILITY; NO WARRANTIES.

We have not authorized or empowered you to use the Marks except as provided by this Agreement and you agree not to employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability to us for any indebtedness or obligation of yours. Except as expressly authorized by this Agreement, neither of us will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or for the other or represent that the relationship is other than that of franchisor and franchisee. You further agree and acknowledge that we are not liable to you for any actions of any other persons, licensees, real estate agents, or otherwise that seek to open and pursue the business of discount real estate brokerage sales whether using our System or any other systems similar thereto and that we cannot prohibit any terminated A2S Affiliates or any other persons from practicing the business of real estate brokerage.

D. INDEMNIFICATION.

You agree to indemnify, defend and hold us, our affiliates and each of our and their shareholders, directors, officers, employees, agents, affiliates and assignees, harmless from, and to reimburse us and them for, all fines, taxes, suits, actions, proceedings, claims, damages, costs, expenses, loss or liabilities for which we or they are held liable and for all costs we or they reasonably incur in the defense of any claim brought against us or them or in any suit, action or proceeding relating to or arising out of the operation of the Office in which we or they are named as parties, including actual and consequential damages, reasonable attorneys', accountants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. You further agree to reimburse us for any sales tax, gross receipts tax or similar tax (other than income tax) that we pay to an authorized taxing authority of your state or political subdivision that was assessed against us as a result of or arising out of your operation of the business in that taxing jurisdiction, or as a result of any payments made by you to us as required under this Agreement. We have the right to defend any claim against us. You agree to cooperate with us in the defense of any claim and not to settle or compromise any claim or proceeding (to that which we are a party) or that may affect our interests or the interests of our affiliates without our written consent. Your indemnification obligations described above continue in full effect after the expiration or termination of this Agreement.

6. FEES.

A. INITIAL FRANCHISE FEE.

You agree to pay us an initial franchise fee of \$2,995 (the "Initial Franchise Fee") when you sign this Agreement. You are not entitled to any rights under this Agreement until the entire Initial Franchise Fee is paid in full. You agree that we have fully earned the Initial Franchise Fee and that it becomes non-refundable upon payment to us.

B. ROYALTY FEES.

1. Monthly Royalty Fee

You agree to pay us a monthly royalty fee of 5% of the gross revenue of your Office. Gross revenue includes all income derived from the sale, purchase, lease, rental, or exchange of any interest in real estate offered by your office or any other real estate offices, or private parties, by you and your agents. It includes also revenue derived from the sale of any products or services we developed or made available, transaction fees, marketing fees, desk fees, management fees, advertising fees and all other sources. All such revenue is included in gross revenue regardless of whether the revenue is generated from activities that require a real estate license, or whether you receive it in cash or any other form of compensation and remuneration, including promissory notes, securities, partnership interests, interests in real estate, or other forms of property. You agree that we may require you to instruct the closing agent on real estate sales to remit the royalty fee directly to us at closing. If we require you to instruct the closing agent to

remit the royalty fee to us directly at closing, you agree to use a commission disbursement authorization in substantially the form attached as Exhibit 11. In any event, all royalty fees are due no later than the 10th day of the month following the month in which the real estate transaction closed. You will not owe us a royalty fee for transactions entered into before the earlier of (1) the activation of your real estate license as a franchise owner affiliated with us; or (2) the opening of your Office. In addition to a monthly royalty fee due on gross revenue from all third-party transactions, you agree to pay us a monthly royalty fee of 5% on any personal real estate transactions involving you or your Owners (whether or not a commission was paid on the transaction). If no commission was paid on the transaction, we will impute your regularly charged brokerage commission or fee for such transactions in order to compute the royalty fee owed to us.

2. Monthly Minimum Royalty Fee.

Beginning on the 7th full calendar month after the Agreement Date, a monthly minimum royalty fee of \$250 will be assessed.

The monthly minimum royalty fee is due and payable on the 10th day of the month after the month in which the monthly minimum royalty fee is assessed. Any royalty fees paid to us pursuant to Section 6B1 will be credited against the monthly minimum royalty fee for the month in which the royalty fees are paid.

C. ADVERTISING AND PROMOTION FEES.

You support the concept that additional advertising and promotion directly contributes to the success of your business. All advertising must contain the ASSIST-2-SELL Mark which is owned by us. You are given the right to use the advertising while you are an A2S Affiliate. Your minimum obligations for advertising, marketing and promotion are as follows:

1. Advertising of Listings

Advertisements of listings must include an identification number in the format we approve or the property address. You agree to provide us a copy of your advertising on our request.

2. Marketing and Development Fee

You agree to pay us a monthly marketing and development fee of up to 1½% of the gross revenue of your Office ("M&D fee") as a contribution to an ongoing Marketing and Development Fund ("Fund"). You agree that we may require you to instruct the closing agent on real estate sales to remit the M&D fee directly to us at closing. If we require you to instruct the closing agent to remit the M&D fee to us directly at closing, you agree to use a commission disbursement authorization in substantially the form attached as Attachment 11. In any event, the monthly M&D fee is due and payable no later than the 10th day of the month, and is subject to the minimum fee, not to exceed \$150 per month, that we may periodically establish in our Operations Materials.

3. Marketing and Development Fund

The Fund will be used exclusively for marketing and promotion for the benefit of A2S Affiliates. All contributions will become the property of the Fund, which we control. We have full discretion to use the Fund for maintenance and administration of the Fund, preparation of local, regional, national or international advertising materials, programs, and public relations activities, including Internet web site development and maintenance, real estate listing feeds and syndication, expenses of cloud-based servers and special events, television, radio, billboard, magazine, newspaper, and other media campaigns. The Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for reasonable salaries,

administrative costs, and overhead we incur in activities reasonably for the administration or direction of the Fund and its advertising programs and promotional activities.

4. Local or Regional Advertising Cooperatives

If other A2S Affiliates are located in your area, you must participate in any local or regional advertising cooperative that we establish or cause to be formed, if we require your participation.

D. LATE FEES AND INTEREST; ELECTRONIC PAYMENT.

If we fail to receive any payment owed to us under this Agreement within 5 days of its due date (including any other late fees assessed under this section), or if you fail to file any required monthly report on time, you agree to pay us a late fee in the amount of \$25 to compensate us for the additional administrative expenses we incur in handling overdue payments or late reports. If you tender a check to us that is dishonored by your bank or financial institution, you agree to pay us a fee of \$25 for each dishonored check. If you fail to file any required annual report described in Section 10B (including sending us a copy of your income tax return) on time, you agree to pay us a late fee of \$500. On all amounts owed to us under this Agreement but unpaid by their due date, we may charge you simple interest at the rate of 1.5% per month, or if this rate exceeds the highest rate permitted under applicable law, then at the highest rate legally permitted, until the overdue sum is paid. You acknowledge that we may require you to pay all fees to us in either certified funds or by automatic bank draft, credit card or electronic funds transfer, including Pay Pal. You agree to execute any documentation necessary to effect an automatic bank draft, credit card payment or electronic funds transfer. We will draft or initiate payment on the 10th of the month (allowing for weekends and/or holidays) unless we otherwise notify you.

E. APPLICATION OF PAYMENTS.

When we receive a payment required under this Agreement, we may in our sole discretion apply it as we see fit to your past due indebtedness, including late charges or interest due, regardless of how you designate a particular payment to be applied.

7. QUOTA.

Except for the monthly minimum royalty fee described in Section 6B2 and the monthly minimum M&D fee described in Section 6C2, there is no quota associated with the operation of the Office in the Protected Area.

8. BUSINESS IMAGE AND OPERATING STANDARDS.

A. APPEARANCE OF OFFICE.

You agree to maintain the appearance of the Office consistent with the image of an A2S office business as a modern, clean, attractive and efficiently operated facility. You agree to do all maintenance of the Office as is reasonably required to maintain the appearance and efficient operation, including interior and exterior repair and cleaning of the premises of the Office; replacement of worn out or obsolete leasehold improvements, fixtures, equipment or signs; and periodic decorating.

B. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

You will secure and maintain in force all required licenses, permits and certificates for the operation of the Office and will operate the Office in full compliance with all applicable laws, ordinances and regulations, including government regulations for real estate service businesses, including those affecting brokers and salesmen, occupational hazards, health, workers' compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You agree to notify us in writing within 5 days of the receipt of any notice of violation of any law, ordinance, or regulation for the Office, or the beginning of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental

instrumentality, that may adversely affect you or your financial condition or the operation of the Office. We will periodically provide you with advertising and marketing materials, and other forms and documents for the operation of your business, and you must ensure that the materials and forms comply with all statutes, laws, rules, regulations and ordinances that are applicable to your business. All of your advertising and promotion must be completely factual and conform to the highest standards of ethical advertising. In all of your dealings with clients, customers, suppliers, us, and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice that may be injurious to our business and the goodwill associated with the Marks and other A2S offices. We supply you with certain standard documents, marketing materials, advertising and forms. You must consult with legal counsel and other professionals as needed to review and modify the materials we supply to you to assure compliance with all applicable statutes, laws, rules, regulations and ordinances.

C. INSURANCE.

You must at all times during the term of the Franchise maintain in force, at your sole expense, insurance coverage against claims for bodily and personal injury, death and property damage, and errors and omissions caused by or occurring in the operation of the Office or otherwise in your conduct of business under the Franchise. This insurance coverage must be maintained under 1 or more policies of insurance of the types and containing the terms we specify and issued by insurance carriers we approve. Each insurance policy must have liability protection of not less than \$500,000 per occurrence or claim. We may increase the minimum amount of coverage required under any policy, and require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. All required insurance policies must name you as the insured, name us and our officers, directors and employees as additional insured, and provide that we receive 30 days written notice of termination, expiration, cancellation or modification of any policy.

You must furnish to us annually a copy of the certificate of or other evidence of the procurement, renewal or extension of each insurance policy. Failure to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence of insurance, is grounds for termination under this Agreement.

Your obligation to obtain and maintain the insurance described above is not limited in any way by reason of any insurance we maintain, nor will your performance of these obligations relieve you of any obligations under Section 5 of this Agreement.

You must at all times during the term of the Franchise cause your agents to maintain in force, at their or your sole expense, automobile liability insurance. This insurance must have liability protection of not less than \$300,000 combined single limit or \$100,000 split limit, and must name you as the insured, and name us and our officers, directors and employees as additional insured. You must provide us with proof of this insurance within 10 days after we request such proof in writing.

D. ORGANIZATION OF FRANCHISE OWNER.

If you are a legal entity, you represent and warrant to us that you are duly organized and validly existing in good standing under the laws of the state of your incorporation or registration, and that the only business that you will conduct during the term of this Agreement is the development, ownership and operation of the Office. You and each Owner represent, warrant and agree that all "interests" in Franchise Owner are owned in the amount and manner described in Attachment 1 and that the person whose name is subscribed to this Agreement on your behalf has the authority to sign, deliver and carry out all of the terms of this Agreement.

E. MANAGEMENT OF THE OFFICE.

You or 1 of your principal Owners agree at all times to hold a valid state real estate broker license, or to secure the services of a validly licensed real estate broker under whose license the Office is conducted ("manager"). You or any manager must devote his or her full time and best efforts to the management and supervision of the Office and any agents. You or any manager are responsible for

continuing personal guidance, oversight, day-to-day management, orientation, instruction and supervision of any agents, and for receipt and timely, appropriate processing of requests, reports or complaints on the conduct and professional performance of any agents. You agree to have your office telephone answered by an individual during normal business hours (9am-5pm, Monday through Friday).

F. TRAINING.

All of the principal Owners, and any manager, must attend and successfully complete, at your expense, the next scheduled A2S Training Course we conduct for new A2S Affiliates before the opening of the Office. The A2S Training Course will be conducted periodically in Reno, Nevada, or any other place we reasonably designate, including via online web conference. If we require it, all of the principal Owners and any manager must attend and successfully complete, at your expense, a refresher A2S Training Course on or after any renewal of the franchise.

G. PROFESSIONAL MEMBERSHIPS.

You agree to ~~join and remain a member in good standing and comply with the by-laws of the local Board of REALTORS® (or comparable organization) having jurisdiction over the Office and, where applicable, you will become and remain a participant in the local multiple listing service.~~ You agree to abide by the applicable by-laws and rules of the local multiple listing service. If you are a member of the local Board of REALTORS, you agree to abide by the Code of Ethics of the National Association of REALTORS.

H. A2S REFERRAL SYSTEM.

You are encouraged but not obligated to refer requests for real estate services in another location to an A2S office for that location under any then-applicable A2S referral system.

I. MATERIALS AND SUPPLIES.

You agree to purchase all materials and supplies bearing the Marks or related identifying materials used in the operations of the Office, either from a source of supply we approve or from any other supplier who can supply items meeting the same specifications as those being supplied by approved sources of supply.

J. INTERNET ACCESS; WEB SITE; TELEPHONES.

You agree to subscribe to an Internet access provider and maintain, at your expense, an email account so that we and you may communicate over the Internet. In this regard, you acknowledge that we are not limited in our ability to independently access your computer system through use of the Internet. You agree we may require you to use a vendor or vendors of our choice, at your expense, for Internet and/or software services related to the operation of your business and your reporting requirements.

You agree that you must get prior approval from us to use any domain name related to your A2S office, and you must use any domain name that we designate. You agree to name us as the registrant and administrative contact for any domain name used with your Office, and you agree that we will be the registered and beneficial owner of the domain name. You agree that we may require you to permit us to register and renew any domain names used with your Office. You agree that we may require you and your agents to use an email address which ends in @assist2sell.com. You must establish a web site for your business and link it to our web site in a manner we approve to facilitate real estate brokerage business opportunities in the conduct of your real estate business and demonstrate your affiliation with us. You agree that we have the right to approve the content of your web site, and may require you to make changes to your web site as often as we deem appropriate. You agree that we may require you to establish a web site as part of our web site. You agree that we may require you to place all of your real estate listings on our web site and other web sites at your expense. You further agree that none of your agents may use any Mark on any web site or otherwise maintain any real estate-related web site other than your Office web site without our prior written approval.

You must have a business telephone number with a prefix and exchange in your Protected Area unless we permit otherwise. You may not use or feature a toll-free number in any of your advertising without our written permission. You must use only your authorized ASSIST-2-SELL trade name in all directory listings and advertisements using your telephone number, email address and domain name, and use only your authorized Office location when listing a physical address. You must have our prior written approval for all of your Yellow Pages advertising and white pages directory listings before publication. You agree that we may require you to include the domain name assist2sell.com, or any other domain name we designate, in your Yellow Pages or other advertising.

You agree to sign Attachment 4, giving us a power of attorney to assume any telephone number, directory listing, email address or domain name used in connection with the operation of your Office in the event of termination, expiration or non-renewal of this Agreement, or if we deem it necessary to assume direct control of your telephone number, directory listing, email address or domain name for any reason. You further agree that if any telephone number, directory listing, email address or domain name is not transferred to us within 10 business days after our written request, or within 10 business days after the termination, expiration or non-renewal of the Agreement, then we are entitled to collect \$5,000 as liquidated damages, plus all costs of enforcement.

9. GUIDANCE AND ASSISTANCE.

A. TRAINING.

All Owners and Managers will be provided with, and must complete, a mandatory training program at our headquarters (or other place we reasonably designate, including via online web conference) before the opening of the Office. The training program will cover the broad operational spectrum of an A2S office including office and business establishment, marketing strategies and growth methods, organization and procedures and exposure to approved suppliers and standards. You will receive the Operations Materials described in Section 4F during initial training.

B. OPENING ASSISTANCE.

Before the opening of the Office, we will make available to you standards, operating procedures, policies and guidelines to familiarize you with the System and to assist you in the opening of the Office. These materials will also provide you with guidelines for standardization of signs, letterheads, sales, promotion, and other similar materials. In addition, if requested, we will assist you, at your expense, with your grand opening, office design and layout, initial publicity and marketing campaign.

C. MARKETING AND DEVELOPMENT.

We will collect marketing and development fees under Section 6C3 and other monies paid to the Fund, and will control and administer the Fund described in Section 6C4. We will have full discretion to allocate these funds towards maintenance and administration of the Fund and the preparation and placement of marketing materials, programs and public relations activities. We may make use of the Fund for specific programs selected by us, or recommended by the majority of the Marketing and Development Advisory Committee and approved by us. You agree that the Fund we administer is intended to maximize general public recognition of the Marks and the System and services offered by A2S offices. We do not undertake any obligation to ensure that expenditures by the Fund are proportionate or equivalent to the contribution to these Funds by A2S offices or that any A2S office will benefit directly or in proportion to its contribution to these Funds from the development of advertising and marketing materials or the placement of advertising by these Funds.

D. CONSULTATION AND EDUCATIONAL COURSES.

We will make available to you at the Office, on a reasonable basis, consultation and guidance for the management and operation of the Office. We have the right to charge you, and you agree to pay our then-current per diem rate and all travel, lodging, meals and related expenses we incur for any consulting services provided to you beyond the services we ordinarily provide to A2S offices. The time and frequency of these services is subject to the availability of our personnel.

E. SYSTEM RECOGNITION AND PROMOTION.

We will encourage through our efforts the use of the Marks and the System and A2S real estate services on a national basis. To this end, we have established and may maintain in our sole judgment a national referral system that will be made available to you.

F. CONVENTION AND MEETINGS.

We conduct conventions and regional meetings designed to enhance the operation of the System and to assist A2S Affiliates in improving the operation of their Offices and to provide a forum for the exchange of ideas and information on the operation of A2S offices. Beginning with the 2nd anniversary of your franchise agreement date, we may assess a convention support fee, not to exceed the registration fee, if you do not attend the next scheduled convention. You must attend a scheduled convention at least every 4 years. We may assess a registration fee if you attend the convention, and we may assess fees or charges for a variety of social functions, and for educational and certification classes to obtain professional credits, all of which are optional. We assess a registration fee for regional meetings, which are optional. You are also responsible for payment of all travel, meals and lodging expenses if you elect to attend these conventions and regional meetings.

G. CATALOGS AND PROFESSIONAL PUBLICATIONS.

You are entitled to receive any publications we produce and distribute to recognize the achievements of A2S Affiliates and to highlight recent and future events that are of interest to our franchise system. We currently publish an Approved Supplier Catalog and the A2S Office Roster on our corporate web site. We own all information in the on-line version and any printed version of the Approved Supplier Catalog and the A2S Office Roster and considered both to be confidential and proprietary.

H. OUR WEB SITE(S).

We maintain a corporate web site(s) on the Internet to advertise and promote our franchise system, and the services and products marketed by us and A2S Affiliates. You agree that we may require you to place all of your real estate listings on our web site and other web sites at your expense. Any representations and warranties of any kind whatsoever, express or implied, regarding our web site(s) and links to our web site(s), including representations and warranties as to the operation, functionality, lack of interruption or resources of our web site(s), are expressly excluded. Without limiting the foregoing, we disclaim any implied warranties of merchantability and fitness for a particular purpose as to our web site(s). We will not be liable to you for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, including but not limited to, loss of revenue or anticipated profits or lost business as to any malfunctioning of your web site(s), our web site(s), your domain name(s) and/or our domain name(s), including non-renewal, even if you have advised us that such damages are possible as a result of any breach of warranty or malfunction.

10. RECORDS AND REPORTS.

A. ACCOUNTING AND RECORDS.

During the Term, you agree to establish and maintain record-keeping and accounting systems conforming to our requirements. All records of the Office must be maintained at the Premises. All transactions must be assigned an identification number in a format we approve.

B. REPORTS.

You agree to furnish us in the form we require: (1) within 10 days after the close of each calendar month, and within 10 days of any other time we request, a statement listing properties that you listed during the month, all properties that went pending or came off the market, and your operating results, gross sales and revenues for the month; (2) within 60 days after the close of your fiscal year for federal income tax purposes, a financial statement containing a balance sheet and results of operations,

including gross sales and revenues for the year, a copy of the IRS tax return for the business, and if we deem necessary, your personal income tax return; (3) a statement from your local multiple listing service ("MLS") provider showing your property listings and sales data reported to the MLS provider for the year; and (4) all other reports we require. All reports, financial statements and information must be on forms we require and must be verified and signed by you, unless submitted to us in electronic form. We may require you to electronically file reports in our discretion.

C. PROPERTY LISTINGS AND TRANSACTION INFORMATION.

You agree to report each new property listing to us by entering the listing into our Internet based reporting program within 3 business days after you obtain the listing. If you fail to enter a listing into our reporting program within 3 business days after you obtain the listing, you agree to pay us a listing transmittal fee in the amount of \$25 to compensate us for the additional administrative expenses we incur in tracking the late reported listing. You consent to our use of your listings and transaction information on our web site and other web sites we may designate. If you own the copyright in any photographs or other material including in your listings and transaction information, you grant us a royalty free license to use and sublicense such photographs and material for any purpose. If you do not own the copyright in such photographs or other material, you agree to indemnify us against any claims that our use infringes a third party's rights.

11. INSPECTIONS AND AUDITS.

To determine whether you are complying with this Agreement, or if you fail to file any required reports, we may at any time during business hours, on reasonable prior notice to you, inspect and audit the Office, or cause to be inspected and audited, the business and accounting records of the Office, interview Office personnel and staff and conduct other tests, reviews and inspections we deem desirable. You agree to cooperate with our representatives in making any inspection or conducting the interviews or audit and will permit our representatives to take photographs or videotape recordings of the Office. You must cooperate with our representatives and independent accountants we hire to conduct any inspection or audit. You further authorize us to obtain records of all property listings, sales data, and other reports you make to your local Board of Realtors and multiple listing service ("MLS") provider. If any inspection or audit discloses an understatement of any fees, payments or amounts owed to us, you must pay, within 10 days after receipt of the inspection or audit report, all the fees, payments or amounts plus interest at the rate provided in this Agreement from the date originally due until the date of payment. If an inspection or audit is made necessary by your failure to furnish reports, supporting records, or other information, as required by this Agreement, or to furnish reports, records, and information on a timely basis, or if an understatement of any amounts owed to us for any reporting period is determined by the audit or inspection to be greater than 5%, you must reimburse us for the cost of the audit or inspection, including the charges of any independent accountants and the travel expense, room and board, and compensation of our employees. If an understatement of any amounts owed to us for any reporting period is determined by the audit or inspection to be greater than 10%, you must pay us an amount equal to 3 times the difference between the amount reported and the amount owed, plus reimbursement for all costs of the audit or inspection. If it becomes necessary for us to retain the services of an attorney, accountant or other professional advisor to effect your reporting compliance, you will be responsible for all fees and costs we incur. These remedies are in addition to all other rights we have under this Agreement or under applicable law.

12. TRANSFER AND ASSIGNMENT PROVISIONS.

A. TRANSFER BY US.

This Agreement is fully transferable by us and inures to the benefit of any person or entity to whom it is transferred, or to any other legal successor to our interest in this Agreement.

B. NO TRANSFER OR ASSIGNMENT WITHOUT OUR APPROVAL.

You agree that the rights and duties created by this Agreement are personal to you and that we have entered into this Agreement in reliance upon your individual or collective character, skill, aptitude,

business ability, and financial capacity or, if you are a legal entity, your Owners. Accordingly, neither this Agreement, the Franchise, the assets of the Franchise or Office nor any interest (as defined below) of an Owner may be voluntarily, involuntarily, directly or indirectly, assigned or otherwise transferred or encumbered by you or your Owners (including by will, inheritance, declaration of or transfer in trust or by operation of law) without our written approval. We have the right, in our sole discretion, to withhold our consent to any transfer to another A2S Affiliate. Any assignment, transfer or encumbrance without our approval has no effect and is a breach of this Agreement. A transfer of ownership of the Office (or its assets) may only be made with a transfer of this Agreement. For purposes of this Agreement, an "interest" means shares of your stock or securities convertible into shares of your stock, proprietorship and partnership interests, or any other evidence of ownership, or any other equitable or legal right in any shares of your stock, proprietorship or partnership interest or any other evidence of ownership.

C. CONDITIONS FOR YOUR TRANSFER OR ASSIGNMENT OF MINORITY INTEREST.

We will not unreasonably withhold our consent to a transfer or assignment of an interest by you or your Owners to persons, including family members or key Office personnel, who meet our qualifications to become an A2S Affiliate if you or your remaining Owners retain a "controlling interest" (defined to mean at least a 51% ownership interest), although we reserve the right to impose reasonable conditions on any such transfer as a requirement of our consent, including the signing of our then-current Franchise Agreement.

D. CONDITIONS FOR YOUR TRANSFER OR ASSIGNMENT OF AGREEMENT, FRANCHISE, ASSETS OR CONTROLLING INTEREST.

If you or your Owners propose to transfer or assign this Agreement, the Franchise, the assets of the Franchise or Office or a controlling interest (as defined above), you must submit to us, when requesting our consent to assignment or transfer, financial and other information we require demonstrating that the transferee(s) or assignee(s) have sufficient business experience, aptitude, qualifications and financial resources in our judgment to operate the Office and that they otherwise meet our criteria for ownership of an A2S franchise. In addition, all of the following conditions must be met before or at the time of assignment or transfer or as we designate:

- (1) you and your Owners must be in compliance with the terms of this Agreement and any other franchise agreements you and your Owners have with us;
- (2) you must submit to us copies of all transfer or assignment documents, including any purchase and sale agreements to be signed with transfer or assignment;
- (3) you must pay all amounts owed to us that are unpaid, including the entire unpaid balance of any promissory note with us and any interest due on any note;
- (4) the transferee(s) or assignee(s) must attend and complete the A2S Management Training Course we then offer;
- (5) if your lease or sublease for the Premises requires, the Lessor must have consented to the assignment of the sublease of the Premises to the transferee(s) or assignee(s);
- (6) you must sign the transfer agreement documents that we supply, and you must pay us a transfer fee of \$2,500 plus costs we incur; provided, however, that no transfer fee is payable if this Agreement is transferred to a legal entity within 180 days of the Agreement Date, as permitted by Section 12F of this Agreement;
- (7) you and your Owners must sign a general release (in a form satisfactory to us) of all claims against us and our officers, directors, employees, affiliates and agents;
- (8) the transferee(s) or assignee(s) must agree to sign a new franchise agreement with us in the form we are then customarily using in the grant of franchises for A2S offices, and any transfer addendum or other transfer agreement documents that we specify, which will supersede this Agreement and may have different terms than this Agreement, including higher

fees and Fund contributions. The new Franchise Agreement will provide for a term coinciding with the remainder of the Term; and

(9) We must have declined to exercise our right of first refusal under Section 12H of this Agreement.

E. DEATH OR DISABILITY.

Upon the death or permanent disability of you or an Owner, the executor, administrator, conservator or other personal representative of that person must transfer his/her interest within a reasonable time (within 6 months from the date of death or permanent disability), to a person we have approved. Transfers, including transfers by will or inheritance, are subject to all of the requirements for assignments and transfers in this Agreement, except the transfer fee requirement in Section 12D6, the new franchise agreement requirement in Section 12D8 and our right of first refusal in Section 12H, if the proposed transferee under this Section is a member of your immediate family. During that 6 months, the Office must be under the primary supervision of a manager who has a valid state real estate broker license and otherwise meets our management qualifications. Failure to immediately appoint a manager or to dispose of the interest within that 6 months is grounds for termination under this Agreement.

F. TRANSFER TO A LEGAL ENTITY.

If you are in full compliance with this Agreement, we will not unreasonably withhold our approval of a proposed assignment or transfer of this Agreement to a legal entity, if you maintain and own a controlling interest (as defined in Section 12C) and guarantee and agree to be bound by your obligations under this Agreement in the form we require. If you assign or transfer this Agreement to a legal entity, the legal entity will conduct no business other than the business of the Office and must be managed by one of the principal owners of the legal entity. The organizational documents of the legal entity must state that the issuance and transfer of any interest in the legal entity is restricted by the terms of this Section and all issued and outstanding stock certificates (or other evidences of ownership) must bear a legend reflecting or referring to the restrictions of this Section. Any transfer of shares or other ownership interests in the legal entity is subject to the provisions of this Section.

G. EFFECT OF OUR APPROVAL OF TRANSFER OR ASSIGNMENT.

Our consent to a transfer or assignment of any interest subject to the restrictions of this Section is not a waiver of any claims we may have against the transferor or assignor under this Agreement, nor is it a waiver of our right to demand exact compliance with any of the terms of the new franchise agreement by the assignee or transferee.

H. OUR RIGHT OF FIRST REFUSAL.

If you receive a bona fide offer to purchase the Franchise, a majority interest in ownership of you, or substantial assets of the Franchise from a third party acting at arm's length, we will have a right of first refusal to purchase on the same terms and conditions as offered to you; provided, that we may substitute cash for any other form of consideration in the offer and we may, at our sole discretion, pay the entire purchase price at closing. You must notify us in writing within 6 days after your receipt of an acceptable bona fide offer of the terms and conditions of the offer. We will have 30 days after receipt of written notice from you in which to notify you that we intend to exercise our right of first refusal. If we do not exercise our right of first refusal within 30 days, you may make the proposed transfer to the third party making the offer unless we have notified you that the transferee does not meet our approval in accordance with Section 12B of this Agreement. The transfer may not be at a lower price or on more favorable terms than disclosed to us. If you do not complete the transfer within 6 months after the date it was offered to us, or if any material change is made to the terms and conditions of the proposed sale, then you must offer to sell to us again before you transfer to a third party.

13. TERMINATION OF THE FRANCHISE.

We have the right to terminate this Agreement effective upon delivery of notice of termination to you, if you (or your Owners, if appropriate):

- (1) Fail to open the Office and begin business operations in compliance with the terms of this Agreement within 180 days of the Agreement Date;
- (2) Fail to attend and successfully complete the next scheduled Training Course we conduct for new A2S Affiliates unless an extension is approved by us;
- (3) Fail to attend a scheduled convention at least every 4 years;
- (4) Abandon, surrender, transfer control of, lose the right to occupy the premises or do not actively operate the Office for 15 consecutive days for any reason unless caused by physical incapacity or by fire, flood, earthquake or similar causes beyond your reasonable control;
- (5) Assign, transfer, encumber or otherwise dispose of this Agreement, the Franchise, the assets of the Franchise or Office or any interest in violation of the provisions of Section 12 of this Agreement;
- (6) Are adjudged bankrupt, become insolvent or make a general assignment for the benefit of creditors or if a voluntary or involuntary petition in bankruptcy is filed by or against you or if a receiver or trustee is appointed or takes possession of the Office, the assets of the Office or the Franchise, unless the petition, appointment or taking is set aside, withdrawn or ceases to be in effect within 20 days of the date of the event;
- (7) Are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime or offense or engage in other conduct or activity that is likely to adversely affect the reputation or image of the Office, other A2S offices or A2S Affiliates, us or the goodwill associated with the Marks or the System or that is unprofessional, unethical or dishonest or that is disruptive to the effective operation of the Office, or have your real estate license suspended or revoked;
- (8) Default under the terms of any promissory note signed in our favor;
- (9) Disclose or otherwise disseminate the System and/or components of the System to a non-franchisee;
- (10) Do not pay when due any monies owed to us within 10 days after written notice is given to you;
- (11) Fail to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence of insurance within 10 days after written notice is given to you;
- (12) Fail to comply with any other provision of this Agreement or any standard, operating procedure, policy or guideline within 15 days after we give written notice to you; or
- (13) Fail on 3 or more separate occasions within any 12 consecutive months to comply with this Agreement or any standard, operating procedure, policy or guideline, whether or not you correct the failure to comply after we give written notice to you.

14. RIGHTS AND OBLIGATIONS OF US AND YOU ON TERMINATION, EXPIRATION OR NON-RENEWAL OF THE FRANCHISE.

A. PAYMENT OF AMOUNTS OWED TO US.

You agree to pay us within 5 days after the effective date of termination, expiration or non-renewal of the Franchise evidenced by this Agreement, or at any later date that the amounts due to us

are determined, all amounts owed to us that are then unpaid. Upon the expiration, non-renewal or earlier termination of this Agreement, you must pay us a royalty fee and an M&D fee on income from all listing agreements, sales contracts or other transactions entered into before the date of expiration, non-renewal or termination.

B. DE-IDENTIFICATION.

You and your Owners agree that on termination, expiration or non-renewal of the Franchise you and your Owners will:

(1) not thereafter at any time directly or indirectly identify any business with which you are associated as a current or former A2S office or A2S Affiliate or otherwise use the System or hold yourself out to the public in any way as being affiliated with us, or other A2S Affiliates;

(2) thereafter refrain from adopting or using with, or with the name of, any later business the term ASSIST-2-SELL or any term we deem to be confusingly similar to this term, or any other term that may have the effect of creating confusion or question on you or your Owners' affiliation with the A2S organization, including any name or term with the words "ASSIST," or "2," or "SELL," or any other portion of your Office trade name;

(3) immediately cease to use the Confidential Information and return to us the Confidential Information, Operations Materials and all other manuals, printed materials, forms, rosters or other materials (and all copies of these items) obtained from us and thereafter refrain from using the Confidential Information or Operations Materials (see Section 4F for liquidated damages that will be imposed if you fail to return our Operations Materials as required);

(4) immediately thereafter take all action required to cancel all trade, fictitious or assumed name or equivalent registrations that contain any reference to any Mark;

(5) immediately thereafter cause any appropriate Internet or comparable authority to assign to us ownership of all of your real estate-related web site addresses or any web site address used in your business, email addresses, domain names or other comparable electronic identifier, unless we have waived in writing our right to such assignment (see Attachment 4);

(6) immediately thereafter notify the appropriate company to discontinue all of its yellow page display advertisements and telephone listings for the Office and stop using and assign the Office telephone number and listings to us and appoint us as your agent and attorney-in-fact to effect the transfer of the above telephone numbers, directory listings and domain names (see Attachment 4);

(7) allow other A2S Affiliates to solicit your agents and your listings for transfer to other A2S offices if the Office is not being transferred;

(8) for a period of 3 years, keep us advised at all times of the current business and residential address and telephone number of you and your Owners, and the business address and telephone number of your employers, if any; and

(9) promptly take all other actions necessary to cease and desist in the use of the Marks, the System and the procedures, techniques and methodologies, including, but not limited to, the advertising of a commission (i.e., flat fee, percentage or commission savings), that were made known to you while you were an A2S Affiliate.

C. PREMISES.

If you retain possession of the Premises after termination, expiration or non-renewal of Franchise, you agree to completely remove or modify, at your sole expense, any part of the interior and exterior decor that we deem necessary to disassociate the Premises with the appearance of an A2S office, including any signage bearing the Marks. If you do not take the actions we request within 10 days after

notice from us, we may enter the Premises and make the required changes at your expense, and you agree to reimburse us for those expenses on demand.

D. CONTINUING OBLIGATIONS.

All obligations of this Agreement (whether yours or ours) that expressly or by their nature survive the expiration or termination of this Agreement continue in full effect after its expiration or termination until they are satisfied in full or by their nature expire, including those in Section 4.

15. DISPUTE RESOLUTION.

A. US AND YOU.

Except as provided below, if any dispute should arise between you and us involving your payment of fees, or the rights and responsibilities of the parties under this Agreement while the parties are still acting under this Agreement as franchisor and franchisee, the parties agree to submit the dispute to mediation. If mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration using the A2S Dispute Resolution Methods ("A2S DRM"), if the A2S DRM is then available. If the A2S DRM is not available, the dispute shall be submitted to an alternative mediation or binding arbitration system mutually acceptable to the parties; provided, however, that alternative dispute resolution shall not be used to resolve disputes arising under Sections 13 and 14 herein.

B. A2S AFFILIATES AND A2S AGENTS.

If any dispute should arise involving you and us, any other A2S Affiliate or any A2S agent (whether affiliated with your Office or any other A2S office), you agree to submit the dispute to mediation. If mediation is unsuccessful, you agree to submit the dispute to binding arbitration under the A2S DRM, if the A2S DRM is then available. If the A2S DRM is not available, the dispute will be submitted to an alternative mediation or binding arbitration system mutually acceptable to the parties.

C. NON-A2S SALES AGENTS.

If any dispute should arise involving you and agents who are not affiliated with us, you agree to submit the dispute to mediation. If mediation is unsuccessful, you agree to submit the dispute to binding arbitration using the dispute resolution method of the local Board of REALTORS, if available. Where no local dispute resolution method is available, or if mediation and/or arbitration are declined by the local Board of REALTORS, you agree to submit the dispute to an alternative mediation or arbitration method mutually acceptable to the parties to the dispute.

D. HOME BUYER DISPUTES.

If any dispute should arise involving you and a homeowner (buyer or seller), you agree to submit the dispute to mediation. If mediation is unsuccessful, you agree to submit the dispute to binding arbitration using the Home Sellers/Home Buyers Dispute Resolution method promulgated by the National Association of REALTORS, if available, or some similar independent dispute resolution method for resolving home seller or home buyer claims as the parties agree. If none of these methods are available, the dispute will be submitted to an alternative mediation or arbitration method mutually acceptable to the parties to the dispute.

E. ALTERNATIVES.

If the parties cannot agree on an alternative mediation or arbitration method as provided for in Sections 15A through 15D above, then the dispute will be submitted to the American Arbitration Association for mediation and, if unsuccessful, for binding arbitration under its Commercial Mediation Rules or Commercial Arbitration Rules, as appropriate.

F. LOCALE.

Binding arbitration under Section 15A above will take place at any location as the parties mutually agree to in writing, and if the parties cannot agree, then in Reno, Nevada. Binding arbitration under Sections 15B through 15D above will take place in the county where both parties reside or at any other location as the parties mutually agree to in writing. If the parties reside in different counties and cannot agree on a location, then the location of binding arbitration will be determined by a court of competent jurisdiction as part of a motion to compel arbitration.

G. PROCEDURE.

The agreement to arbitrate under Sections 15A through 15D above is enforceable through a petition to compel arbitration filed with a court having jurisdiction over the matter. The award of the arbitrators will include reasonable costs to the prevailing party, and the award is binding upon all parties, and may be entered as a judgment in a court of competent jurisdiction.

If the other party to any dispute or claim refuses to arbitrate and is not bound by agreement to do so or cannot be compelled to do so on other grounds, you are deemed released from the obligation to mediate and/or arbitrate under this Agreement for that dispute or claim.

You agree that any legal action for this agreement to arbitrate, including any action brought to compel arbitration, to determine the location of arbitration, or to reduce an award of the arbitrators to a judgment or to set aside an award, is an action brought under rights or obligations involving this Agreement and, as such, is subject to and governed by the provisions of Section 16J.

H. EXCEPTIONS TO MEDIATION AND ARBITRATION.

Neither party will be required to arbitrate or mediate claims involving the Marks, trade names, copyrights, trade secrets, Confidential Information, misappropriation of the System or the post-termination obligations of Sections 14 and 15 of this Agreement; nor will the obligation to mediate or arbitrate preclude either party from seeking temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when necessary to preserve the status quo or prevent irreparable harm or injury pending resolution by mediation or arbitration of the actual dispute between the parties.

16. ENFORCEMENT.

A. INVALID PROVISIONS; SUBSTITUTION OF VALID PROVISIONS.

If any law or court order requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action that is not required by this Agreement, the notice and/or other action required by law or order applies. If any term of this Agreement or any specification, standard, operating procedure, policy or guideline we require is inconsistent with, or rendered invalid or unenforceable by, any law or court order, the inconsistent, invalid or unenforceable term is modified so as to be valid and enforceable. If the term of this Agreement cannot be saved, it is stricken and its deletion does not affect the validity or enforceability of the other terms of this Agreement or other specifications, standards, operating procedures, policies or guidelines.

B. UNILATERAL WAIVER OF OBLIGATIONS.

You and we may by written notice unilaterally waive or reduce any obligation or restriction of the other party under this Agreement. The waiver or reduction may be revoked at any time for any reason on 10 days' written notice.

C. WRITTEN CONSENTS FROM US.

Whenever this Agreement requires our advance approval or consent, you agree to make a timely written request for approval or consent. Our approval or consent is not valid unless it is in writing. Except

where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse your request or to withhold our approval of your action or omission. Our refusal does not have to be communicated in writing, and any failure to respond is deemed to be non-approval.

D. NO GUARANTEES.

If, with this Agreement, we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we have not made any warranties or guarantees that you may rely on, and will not assume any obligation to you.

E. NO WAIVER.

If at any time we do not exercise a right available to us under this Agreement or do not insist on your strict compliance with the terms of the Agreement, or if there develops a custom or practice that is at variance with the terms of this Agreement, we have not waived our right to demand exact compliance with any of the terms of this Agreement at a later time. Similarly, our waiver of any particular breach or series of breaches under this Agreement or under any other agreement between us and any A2S Affiliate does not affect our rights on any later breach. It is not a waiver of any breach of this Agreement for us to accept payments that are due to us under this Agreement.

F. CUMULATIVE REMEDIES.

The rights granted to either you or us by this Agreement do not prohibit either of us from exercising any other right provided under this Agreement or permitted by law or equity.

G. SPECIFIC PERFORMANCE; INJUNCTIVE RELIEF.

We are entitled, without being required to post a bond, to the entry of temporary and permanent injunctions and orders of specific performance: (1) to enforce the terms of this Agreement on your use of the Marks and your non-disclosure and non-competition obligations under this Agreement, (2) to prohibit any act or omission by you or your agents or employees that is a violation of any applicable law, ordinance or regulation, is a danger to the public, or may impair the goodwill associated with the Marks, the System, us, other A2S Affiliates, or (3) to prevent any other irreparable harm to our interests, even if this Agreement has been terminated, has expired or was not renewed.

H. COSTS AND LEGAL FEES.

If either party engages legal counsel for any failure by the other party to comply with this Agreement and said moving party prevails in any judicial proceeding which has been filed to enforce this Agreement, the other party agrees to reimburse the legal expenses incurred as a result of the necessity to proceed with an action for enforcement of the terms of this Agreement, including reasonable fees for accountants, attorneys, experts, investigation, costs, or other litigation and travel and living expenses, whether incurred before, in preparation for, in contemplation of or after the filing of any judicial proceeding seeking enforcement of this Agreement.

I. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

THE PARTIES WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO OR CLAIM FOR PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT ON A DISPUTE BETWEEN THEM EACH IS LIMITED TO THE RECOVERY OF ACTUAL DAMAGES IT SUSTAINED. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

J. GOVERNING LAW/CONSENT TO JURISDICTION.

EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§1051 ET SEQ.), THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEVADA (WITHOUT REFERENCE TO CHOICE OF LAW AND CONFLICT OF LAW RULES). YOU AGREE THAT ANY ACTION INVOLVING THIS AGREEMENT (THAT IS NOT REQUIRED TO BE ARBITRATED OR AS TO WHICH ARBITRATION IS WAIVED) MUST BE BEGUN IN A STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN WASHOE COUNTY, NEVADA. YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF THESE COURTS AND WAIVE ANY OBJECTION YOU MAY HAVE TO EITHER THE EXCLUSIVE JURISDICTION OR VENUE OF THIS COURT.

K. BINDING EFFECT.

This Agreement is binding on and inures to the benefit of our successors and assigns and is binding on and inures to the benefit of your successors and assigns, and if you are an individual, on and to your heirs, executors and administrators.

L. NO LIABILITY TO OTHERS; NO OTHER BENEFICIARIES.

We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity that is not a party to this Agreement.

M. CONSTRUCTION.

All headings of the various Sections of this Agreement are for convenience only and do not affect the meaning or construction of any term. All references in this Agreement to masculine, neuter or singular usage are construed to include the masculine, feminine, neuter or plural, wherever applicable.

N. JOINT AND SEVERAL LIABILITY.

If 2 or more persons are the Franchise Owner under this Agreement, their obligation and liability to us is joint and several.

O. MULTIPLE ORIGINALS.

This Agreement may be signed using multiple copies, each of which is deemed an original.

P. TIMING IS IMPORTANT.

Time is of the essence of this Agreement. ("Time is of the essence" is a legal term that emphasizes the strictness of time limits. In this case, it means it is a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.)

Q. INDEPENDENT PROVISIONS.

The terms of this Agreement are deemed to be severable. The parties agree that each term of this Agreement is construed as independent of any other term of this Agreement.

R. YOU MAY NOT WITHHOLD PAYMENT.

You agree to pay all amounts due under this Agreement without deduction, set-off or abatement. You agree that you will not, on alleged grounds of non-performance by us or any of our obligations under this Agreement, withhold payment of any fees or other amounts due to us, or our affiliates.

S. RELEASE OF PRIOR CLAIMS.

By signing this Agreement, you, for yourself, your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment, release and discharge us and each of our officers, directors, employees, agents and servants from all claims existing as of the date of this Agreement, and that involve any franchise agreement or any other agreement between the parties signed before the date of this Agreement, or the franchise relationship previously existing between the parties, including all claims, whether presently known or unknown, suspected or unsuspected, under the franchise, securities or antitrust laws of the United States or of any state.

T. ACTIONS BARRED.

Except for our claims for sums due, claims involving the Marks, or the trade names, copyrights, trade secrets or Confidential Information belonging to us or claims involving the post-termination obligations stated in Section 14 of this Agreement, all claims and actions involving this Agreement (including the offer and sale of the franchise covered by this Agreement), the relationship between us or your operation of the Franchise, brought by any party to this Agreement against the other, must be begun within 1 year from the occurrence of the acts or omissions giving rise to the claim or action, or the claim or action is barred.

U. SURVIVAL.

Notwithstanding anything to the contrary set forth in this Agreement, Sections 4, 14, 15, 16 and 17 survive the termination, expiration or non-renewal of this Agreement.

17. NOTICES AND PAYMENTS.

All written notices and reports permitted or required to be delivered by the provisions of this Agreement are deemed delivered at the time delivered by hand, 1 business day after transmission by facsimile or other electronic method, 1 business day after being placed in the hands of a commercial courier service for overnight delivery, or 3 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified in writing. All payments and reports required by this Agreement must be sent to us at the address to which you are notified, or to all other persons and places as we direct.

18. CANCELLATION OF PRIOR UNDERSTANDINGS/ENTIRE AGREEMENT.

This Agreement expresses fully the understanding by and between the parties and all prior and contemporaneous understandings, agreements, commitments, conditions, warranties and representations of any kind, oral or written, as to the Franchise (except the representations made to you in our Franchise Disclosure Document, including its exhibits and any updates or amendments, and except information and representations submitted by you to us in application to purchase the Franchise including financial statements, references, etc. that are deemed to be a part of this Agreement) are canceled and void and of no effect. Any previous matter, presently covered within this Agreement, is superseded and canceled with no further liabilities or obligations of the parties for the matter, except as to any monies due and unpaid between the parties to this Agreement at the time of execution of this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made to you in our Franchise Disclosure Document.

19. ACKNOWLEDGMENTS.

You acknowledge:

- (1) YOU RECEIVED FROM US AN A2S FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY LAW AT LEAST 14 CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR, IF EARLIER, THE PAYMENT OF ANY CONSIDERATION TO US.

- (2) WE HAVE INFORMED YOU OF THE DIFFERENCES BETWEEN THIS AGREEMENT AND OUR STANDARD FRANCHISE AGREEMENT (INCLUDING, FOR EXAMPLE, PREMISES OR PROTECTED AREA DESCRIPTION) AT LEAST 7 CALENDAR DAYS BEFORE YOU SIGNED THIS AGREEMENT. YOU HAVE RECEIVED A SUBSTANTIALLY COMPLETE VERSION OF THIS AGREEMENT AND ALL ATTACHMENTS AT LEAST 7 CALENDAR DAYS BEFORE SIGNING THIS AGREEMENT.
- (3) YOUR SUCCESS IN OWNING AND OPERATING AN A2S OFFICE IS SPECULATIVE AND DEPENDS ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, YOUR INDEPENDENT BUSINESS ABILITY AND PERSONAL EFFORTS. YOU AGREE THAT YOU OR 1 OF YOUR PRINCIPAL OWNERS IS RESPONSIBLE FOR, AND INTENDS TO DEVOTE BEST EFFORTS AND FULL TIME TO, THE MANAGEMENT AND DEVELOPMENT OF THE OFFICE.
- (4) WE HAVE NOT GUARANTEED ANY RESULTS TO YOU AND CANNOT, EXCEPT UNDER AND TO THE EXTENT OF THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER YOUR BUSINESS.
- (5) YOU DID NOT RECEIVE ORAL OR WRITTEN INFORMATION CONTRARY TO THE INFORMATION IN ANY FRANCHISE DISCLOSURE DOCUMENT (INCLUDING ITS EXHIBITS AND ANY UPDATES OR AMENDMENTS) AND FRANCHISE AGREEMENT AND ANY RELATED AGREEMENTS (INCLUDING ATTACHMENTS).
- (6) YOU DID NOT RECEIVE ORAL OR WRITTEN FINANCIAL PERFORMANCE REPRESENTATIONS AND HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT, EXCEPT ANY FINANCIAL PERFORMANCE REPRESENTATIONS CONTAINED IN ITEM 19 OF OUR FRANCHISE DISCLOSURE DOCUMENT.
- (7) WE HAVE ENCOURAGED YOU TO SEEK LEGAL AND/OR OTHER PROFESSIONAL GUIDANCE AND ADVICE BEFORE SIGNING THIS AGREEMENT AND HAVE ENCOURAGED YOU TO CONTACT EXISTING A2S AFFILIATES TO GAIN A BETTER UNDERSTANDING OF THE REQUIREMENTS AND BENEFITS OF OWNING AN A2S FRANCHISE.
- (8) YOU HAVE HAD A FULL OPPORTUNITY TO REVIEW THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT WE PROVIDED AND YOU UNDERSTAND THE TERMS AND OBLIGATIONS OF THE FRANCHISE AGREEMENT.
- (9) WE HAVE MADE NO REPRESENTATIONS OR PROMISES TO INDUCE YOU TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THIS AGREEMENT.
- (10) YOU HAVE NOT RELIED ON ANY STATEMENTS ABOUT US OR THE FRANCHISE OTHER THAN THOSE IN THE DISCLOSURE DOCUMENT IN MAKING YOUR DECISION TO SIGN THIS AGREEMENT.
- (11) YOU HAVE REPRESENTED TO US THAT NEITHER YOU NOR ANY OF YOUR OWNERS HAVE BEEN DESIGNATED AS SUSPECTED TERRORISTS AS SET FORTH ON THE LIST OF SPECIALLY DESIGNATED NATIONALS AS PROMULGATED BY THE OFFICE FOR ASSET CONTROL UNDER THE U.S. DEPARTMENT OF TREASURY.

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

ASSIST-2-SELL, INC.

FRANCHISEE

By: _____
Mary LaMeres-Pomin, President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

or

By: _____
Lyle E. Martin, Vice-President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

By: _____
YOUR NAME

YOUR ADDRESS

DATE: _____

DATE: _____

ILLINOIS RIDER TO FRANCHISE AGREEMENT

Illinois law governs the Agreement.

In conformance with section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Rider as of the day and year first written above.

ASSIST-2-SELL, INC.

By: _____
Mary LaMeres-Pomin, President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

or

By: _____
Lyle E. Martin, Vice-President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

DATE: _____

FRANCHISEE

By: _____
YOUR NAME

YOUR ADDRESS

DATE: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

1) 12.D Conditions For Your Transfer Or Assignment Of Agreement, Franchise, Assets Or Controlling Interest. The following is to be added:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of transfer or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2) 16.J. Governing Law/Consent to Jurisdiction. The following are to be added:

Maryland statute Section 14-216(c)(25) prohibit us from requiring litigation to be conducted outside Maryland. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Maryland statute Section 14, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

IN WITNESS WHEREOF, the parties have executed this Rider as of the day and year first written above.

ASSIST-2-SELL, INC.

FRANCHISEE

By: _____
Mary LaMeres-Pomin, President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

By: _____
YOUR NAME

or

YOUR ADDRESS

By: _____
Lyle E. Martin, Vice-President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

DATE: _____

DATE: _____

Attachment 1

LEGAL ENTITY OWNERSHIP INFORMATION

Legal Entity Name: _____

State: _____ **Type:** _____ **Date of Formation:** _____

Designated Operating Principal: _____

Shareholders/Members/Partners:

% Interest	Class/General/Limited Partner	Name
% Interest	Class/General/Limited Partner	Name
% Interest	Class/General/Limited Partner	Name
% Interest	Class/General/Limited Partner	Name

Documents:

Certificate and Articles of Incorporation
 Certificate and Agreement of Partnership
 Certificate and Articles of Organization
 By-Laws
 Operating Agreement
 Resolution Authorizing Franchise Agreement
 Other: _____

<u>Not Required</u>	<u>Already Provided To Us</u>	<u>To Be Provided to Us Within 30 Days</u>
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐

Conditions:

The legal entity's activities must be confined exclusively to operating the A2S Office.

<u>No</u>	<u>Yes</u>
☐	☐

The designated operating principal (named above), or another person with our written consent, must act as the legal entity's principal operating officer, member or partner.

☐	☐
--------------------------	--------------------------

Each shareholder, member or partner who has a 5% or more interest must sign the Guaranty and Assumption of Obligations (Attachment 2).

☐	☐
--------------------------	--------------------------

The legal entity must maintain a current list of all shareholders, members, partners and other beneficial owners, and must furnish the list to us on request.

☐	☐
--------------------------	--------------------------

Attachment 2

GUARANTY AND ASSUMPTION OF OBLIGATIONS

For, and as an inducement for us to enter into the above Agreement with you, the undersigned personally guarantees to us, our successors and assigns the full performance and observance of all of the covenants, conditions and agreements provided in the above Agreement to be performed and observed by you. You agree that this personal guarantee remains and continues in full effect for any renewal or modification of this Agreement.

(Your name)

DATE: _____

Attachment 3

TRADE NAME, OFFICE PREMISES AND PROTECTED AREA

Check one:

- ☐ As of the date of this Agreement, you have not determined a Trade Name to be approved by us; therefore no Trade Name has been approved. We and you agree that you will determine a Trade Name no later than 6 months from the date of this agreement, to be approved by us, and described in a new Attachment 3.
- ☐ In accordance with Section 2A, you will use only the following approved Trade Name:

Check one:

- ☐ As of the date of this Agreement, you have not determined an Office location to be approved by us; therefore no Office Location has been approved. We and you agree that you will determine an Office location no later than 6 months from the date of this Agreement, to be approved by us, and described in a new Attachment 3.
- ☐ The Office will be located at the address below ("Premises"), which is not less than one mile from another ASSIST-2-SELL office. This location has been determined by you and approved by us in accordance with Sections 2A and 2C:

In accordance with Section 2C, the Protected Area is a one mile radius around the Premises.

ASSIST-2-SELL, INC.

FRANCHISEE

By: _____
Mary LaMeres-Pomin, President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

By: _____

or

By: _____
Lyle E. Martin, Vice-President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

DATE:

DATE:

Attachment 4

**TELEPHONE AND INTERNET SERVICE AND LISTING
TRANSFER CONSENT AND AUTHORIZATION**

ASSIST-2-SELL, Inc. has granted me permission to use the following telephone number(s) in connection with operation of my ASSIST-2-SELL business: _____

ASSIST-2-SELL, Inc. has granted me permission to use the following domain name(s) in connection with operation of my ASSIST-2-SELL business: _____

If my ASSIST-2-SELL franchise license is transferred, terminated, expires or is not renewed for any reason, or ASSIST-2-SELL, INC. otherwise deems it necessary to assume direct control of my telephone numbers, directory listings, email addresses or domain names, I hereby irrevocably appoint and designate ASSIST-2-SELL, INC. as my attorney-in-fact to: (1) direct any telephone company to change, transfer and/or terminate any and all listed telephone numbers used in conjunction with the Office, and (2) direct any Internet service provider or comparable Internet authority to change, transfer and/or terminate any email addresses, domain names or other comparable electronic identities relating to the Office. I also hereby agree that ASSIST-2-SELL, INC. may execute any legal document on my behalf to carry out the intent of this consent and authorization, and that I will be indemnify ASSIST-2-SELL, INC. and the telephone company or Internet Service Provider from any claims arising from the transfer of the telephone numbers, email addresses or domain names.

FRANCHISEE:

Date: _____

[FOR ASSIST-2-SELL OFFICE USE ONLY]

I hereby assume and agree to pay all charges outstanding, either billed or unbilled, on the following telephone number(s): _____

domain name(s): _____

email address(es): _____

Date

New Customer's Signature

Printed Name of New Customer

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, _____.

Notary Public, State of _____

Attachment 5

MANAGER CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

THIS CONFIDENTIALITY AND NONCOMPETITION AGREEMENT ("Agreement") is entered into by _____ ("Company"), a franchisee of Assist-2-Sell, Inc. ("A2S"), and _____ ("Manager").

WHEREAS, Company operates an ASSIST-2-SELL franchised business ("Office") under a franchise agreement with A2S ("Franchise Agreement"); and

WHEREAS, Company desires to engage or employ Manager, and Manager desires to be engaged or employed by Company, in connection with the Office.

NOW, THEREFORE, in consideration of the recitals above and the terms below, and for other good and valuable consideration, receipt of which is acknowledged by the parties, Company and Manager agree:

1. ~~Covenants Not to Disclose; Covenants Not to Compete.~~ Manager acknowledges that certain methods of doing business and other elements comprising the A2S System are distinctive and have been developed by A2S at great effort, skill, time and expense; and that Manager will have regular and continuing access to valuable trade secrets, confidential information and valuable training regarding the A2S System. Manager accordingly agrees as follows:

(a) Except as required in duties performed for Company or another A2S Office, Manager will never, either during or after the term or engagement or employment, directly or indirectly use, disseminate or disclose to any person or entity, any trade secret or confidential information, including any client name, other client information or business methods of A2S, and will always seek to preserve the confidentiality of those trade secrets and confidential information.

(b) During his or her engagement or employment by Company, Manager will not, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person or entity, divert or attempt to divert any business or client of A2S or any A2S Office to any competitor or other person by inducement or otherwise.

(c) During his or her engagement or employment and for 1 year after the later of: 1) termination of his or her engagement or employment by Company, regardless of the cause of termination, or 2) the date of final judgment or order of any court or tribunal that enforces this Agreement, Manager will not, without the prior written consent of A2S, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person or entity, engage or seek to engage as an independent contractor or employ any person who, within the preceding 6 months, has been an independent contractor or employee of A2S, Company or any other A2S Office, or induce or seek to induce any person who is an employee or independent contractor of A2S, Company or any other A2S Office to leave his or her employment or engagement.

(d) During his or her engagement or employment by Company, Manager will not, without the prior written consent of A2S, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any other person or entity, own, operate, maintain, engage in, have any interest in, be employed by or perform any service for any business other than Company or another A2S Office, which offers services or products that are the same as or substantially similar to services or products that are or could be offered by A2S or Company under the Franchise Agreement, and which operates where A2S, Company, another A2S Office, or any other related entity is operating.

~~(e) For 2 years after the later of: 1) termination of his or her engagement or employment by Company, regardless of the cause of termination, or 2) the date of final judgment or order of any court or tribunal that enforces this Agreement, Manager will not, without the prior written consent of A2S, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any other~~

~~person or entity, own, operate, maintain, engage in, have any interest in, be employed by or perform any service for any business which offers services or products that are the same as or substantially similar to services or products that were or could have been offered by A2S or Company when Manager was engaged or employed, and which operates where A2S, Company, another A2S Office, or any other related entity is operating.~~

(ef) Company and Manager acknowledge that A2S may eliminate or reduce the scope of any covenant or subpart in this Section 1 without Company's or Manager's consent, effective immediately on written notice from A2S, and Company and Manager agree to comply promptly with any covenant or subpart so modified, which will be fully enforceable notwithstanding Section 10, or anything to the contrary in this Agreement.

2. Covenants Are Conditions Precedent to Employment. The covenants by Manager in this Agreement are conditions precedent to engagement or employment by Company. Any claim or cause of action against A2S or Company, whether arising in relation to this Agreement, the Franchise Agreement, the Office or otherwise, will not be a defense to the enforcement by A2S or Company of any covenant in this Agreement.

3. Covenants Concerning Company Property. Manager agrees that all records of A2S and Company, including records of customers and all other records relating in any manner to the Office, whether prepared by Manager or otherwise coming into his or her possession, are the exclusive property of A2S or Company. Additionally, Manager agrees that all files, records, documents, drawings, specifications and similar items relating to the Office, including all copies of those items, whether prepared by Manager or otherwise coming into his or her possession, will not be removed by Manager from Company's premises without the prior written consent of A2S or Company. Any records not at Company's premises will immediately be returned to Company by Manager on termination of his or her engagement or employment, regardless of the cause of termination.

4. Severability. Each covenant and subpart of a covenant in this Agreement is independent of each other covenant and subpart of a covenant of this Agreement. If a portion of a covenant or subpart in this Agreement is held invalid or unenforceable by a court or tribunal, Manager agrees to be bound by any lesser covenant or subpart subsumed within the terms of the covenant or subpart that imposes the maximum duty permitted by law, as if the resulting covenant or subpart were separately stated in this Agreement. If an entire covenant in this Agreement is held invalid or unenforceable by a court or tribunal, the remaining covenants in this Agreement will continue in effect.

5. Injunctive Relief. Manager acknowledges that A2S is a third-party beneficiary under this Agreement and may enforce this Agreement. Manager acknowledges that his or her violation of any term of this Agreement will cause irreparable injury to A2S and/or Company for which no adequate remedy at law is available. Manager therefore agrees that A2S or Company, in addition to any other legal and equitable rights and remedies, will be entitled to the issuance of an order of specific performance and/or a temporary, preliminary or permanent injunctive relief, without bond, restraining any actual or threatened violation by Manager of any covenant in this Agreement. Manager agrees that any claim he or she may have against A2S or Company, whether or not related to the Office, will not be a defense to the enforcement by A2S or Company of any term of this Agreement.

6. Attorneys' Fees. In any legal action for damages, injunctive relief, the return of property or any other legal or equitable remedy, Manager agrees to pay A2S's or Company's reasonable attorneys' fees, court costs and reasonable out-of-pocket expenses related to the action.

7. Limitation. This Agreement will not apply to any ownership by Manager of less than a 5% beneficial interest in the outstanding equity securities of any publicly-held corporation.

8. Governing Law. This Agreement will be governed by the laws of the state in which Company's principal business office is located on the date of execution of this Agreement.

9. Binding Effect. This Agreement will be binding on the parties, and their heirs, executors, administrators, successors and assigns.

10. Modification. Except as provided herein, this Agreement may be modified only with A2S's prior written consent, and only in a written agreement of at least equal formality signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COMPANY

Company Name

Signature

Title

Date

MANAGER

Print Name

Signature

Date

Attachment 6

AGENT CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is entered into by _____
_____, ("Company"), a franchisee of Assist-2-Sell, Inc. ("A2S"),
and _____ ("Agent").

WHEREAS, Company operates an ASSIST-2-SELL franchised business ("Office") under a franchise agreement with A2S ("Franchise Agreement"); and

WHEREAS, Company desires to engage or employ Agent, and Agent desires to be engaged or employed by Company, in connection with the Franchised Business.

NOW, THEREFORE, In consideration of the recitals above and the terms below, and for other good and valuable consideration, receipt of which is acknowledged by the parties, Company and Agent agree:

1. Covenants Not to Disclose. Agent acknowledges that certain methods of doing business and other elements comprising the A2S System are distinctive and have been developed by A2S at great effort, skill, time and expense, and that Agent will have regular and continuing access to valuable trade secrets, confidential information and valuable training regarding the A2S System. Agent accordingly agrees as follows:

(a) Except as required in duties performed for Company or another A2S Office, Agent will never, either during or after the term or engagement or employment, directly or indirectly use, disseminate or disclose to any person or entity, any trade secret or confidential information, including any client information or business methods of A2S, and will always seek to preserve the confidentiality of those trade secrets and confidential information.

(b) During his or her engagement or employment by Company, Agent will not, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person or entity, divert or attempt to divert any business or client of A2S or any A2S Office to any competitor or other person by inducement or otherwise.

(c) During his or her engagement or employment and for 1 year after the later of: 1) termination of his or her engagement or employment by Company, regardless of the cause of termination, or 2) the date of final judgment or order of any court or tribunal that enforces this Agreement, Agent will not, without the prior written consent of A2S, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person or entity, engage or seek to engage as an independent contractor or employ any person who, within the preceding 6 months, has been an independent contractor or employee of A2S, Company or any other A2S Office, or induce or seek to induce any person who is an employee or independent contractor of A2S, Company or any other A2S Office to leave his or her employment or engagement.

(d) During his or her engagement or employment by Company, Agent will not, without the prior written consent of A2S, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any other person or entity, own, operate, maintain, engage in, have any interest in, be employed by or perform any service for any business other than Company or another A2S Office, which offers services or products that are the same as or substantially similar to services or products that are or could be offered by A2S or Company under the Franchise Agreement, and which operates where A2S, Company, another A2S Office or any other related entity is operating.

(e) Company and Agent acknowledge that A2S may eliminate or reduce the scope of any covenant or subpart in this Section 1 without Company's or Agent's consent, effective immediately on written notice from A2S, and Company and Agent agree to comply promptly with any covenant or

subpart so modified, which will be fully enforceable notwithstanding Section 10 or anything to the contrary in this Agreement.

2. Covenants Are Conditions Precedent to Employment. The covenants by Agent in this Agreement are conditions precedent to engagement or employment by Company. Any claim or cause of action against A2S or Company, whether arising in relation to this Agreement, the Franchise Agreement, the Office or otherwise, will not be a defense to the enforcement by A2S or Company of any covenant in this Agreement.

3. Covenants Concerning Company Property. Agent agrees that all records of A2S and Company, including records of customers and all other records relating in any manner to the Office, whether prepared by Agent or otherwise coming into his or her possession, are the exclusive property of A2S or Company. Additionally, Agent agrees that all files, records, documents, drawings, specifications and similar items relating to the Office, including all copies of those items, whether prepared by Agent or otherwise coming into his or her possession, will not be removed by Agent from Company's premises without the prior written consent of A2S or Company. Any records not at Company's premises will immediately be returned to Company by Agent on termination of his or her engagement or employment, regardless of the cause of termination.

4. Severability. Each covenant and subpart of a covenant in this Agreement is independent of each other covenant and subpart of a covenant of this Agreement. If a portion of a covenant or subpart in this Agreement is held invalid or unenforceable by a court or tribunal, Agent agrees to be bound by any lesser covenant or subpart subsumed within the terms of the covenant or subpart that imposes the maximum duty permitted by law, as if the resulting covenant or subpart were separately stated in this Agreement. If an entire covenant in this Agreement is held invalid or unenforceable by a court or tribunal, the remaining covenants in this Agreement will continue in effect.

5. Injunctive Relief. Agent acknowledges that A2S is a third-party beneficiary under this Agreement and may enforce this Agreement. Agent acknowledges that his or her violation of any term of this Agreement will cause irreparable injury to A2S and/or Company for which no adequate remedy at law is available. Agent therefore agrees that A2S or Company, in addition to any other legal and equitable rights and remedies, will be entitled to the issuance of an order of specific performance and/or a temporary, preliminary or permanent injunctive relief, without bond, restraining any actual or threatened violation by Agent of any covenant in this Agreement. Agent agrees that any claim he or she may have against A2S or Company, whether or not related to the Office, will not be a defense to the enforcement by A2S or Company of any term of this Agreement.

6. Attorneys' Fees. In any legal action for damages, injunctive relief, the return of property or any other legal or equitable remedy, Agent agrees to pay A2S's or Company's reasonable attorneys' fees, court costs and reasonable out-of-pocket expenses related to the action.

7. Limitation. This Agreement will not apply to any ownership by Agent of less than a 5% beneficial interest in the outstanding equity securities of any publicly-held corporation.

8. Governing Law. This Agreement will be governed by the laws of the state in which Company's principal business office is located on the date of execution of this Agreement.

9. Binding Effect. This Agreement will be binding on the parties, and their heirs, executors, administrators, successors and assigns.

10. Modification. Except as provided herein, this Agreement may be modified only with A2S's prior written consent, and only in a written agreement of at least equal formality signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COMPANY

Company Name

Signature

Title

Date

AGENT

Print Name

Signature

Date

Attachment 8

LIST OF EXCLUDED PRIOR TRANSACTIONS

The following transactions, represented by you as existing or otherwise pending transactions entered into before the earlier of (1) the activation of your real estate license as a franchise owner affiliated with ASSIST-2-SELL; or (2) the opening of your Office, will not be subject to the royalty fee under this Agreement.

<u>Client Name</u>	<u>Complete Property Address (including City, State, and Zip Code)</u>	<u>Date of Listing Agreement or Purchase Agreement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Please attach additional pages as needed, and initial)

ASSIST-2-SELL, INC.

FRANCHISEE

By: _____
Mary LaMeres-Pomin, President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

By: _____

or

By: _____
Lyle E. Martin, Vice-President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

DATE:

DATE:

Attachment 9

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

This Renewal Addendum ("Addendum") to the Franchise Agreement dated _____ is entered into as of the same date by and between Assist-2-Sell, Inc., a Nevada corporation, you (YOUR INDIVIDUAL OR LEGAL ENTITY NAME) and, if you are a legal entity, your Owners, as described on Attachment 1 to the Franchise Agreement.

This Addendum is intended to clarify the following terms and conditions of the Franchise Agreement in connection with the renewal of Franchisee's franchise:

1. The 1st sentence of the 2nd paragraph of Section 3 of the Franchise Agreement is replaced in its entirety and shall read as follows:

You agree to cause the Office to be open and operating as of the Agreement Date.

2. Section 6A of the Franchise Agreement (initial franchise fee) is deleted in its entirety.

3. Section 6B2 of the Franchise Agreement is replaced in its entirety and shall read as follows:

Beginning on the 1st full calendar month after the Agreement Date, a monthly minimum royalty fee of \$250 will be assessed. The monthly minimum royalty fee is due and payable on the 10th day of the month after the month in which the monthly minimum royalty fee is assessed. Any royalty fees paid to us pursuant to Section 6B1 will be credited against the monthly minimum royalty fee for the month in which the royalty fees are paid.

4. Subsection 13(1) of the Franchise Agreement (failure to open the Office and begin business operations within 180 days of the Agreement Date) is hereby deleted.

5. Subsection 13(2) of the Franchise Agreement (failure to attend and successfully complete the next scheduled Training Course that we conduct for new A2S Affiliates unless an extension is approved by us) is hereby deleted.

6. This Addendum is incorporated into and made a part of the Franchise Agreement. If any of the terms and conditions of this Addendum are different from, or conflict with, those set forth in the Franchise Agreement, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first written above.

ASSIST-2-SELL, INC.

FRANCHISEE

By: _____
Mary LaMeres-Pomin, President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

or

By: _____
Lyle E. Martin, Vice-President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

By: _____
YOUR NAME

YOUR ADDRESS

DATE: _____

DATE: _____

Attachment 10

TRANSFER ADDENDUM TO FRANCHISE AGREEMENT

This Transfer Addendum ("Addendum") to the Franchise Agreement dated _____ is entered into as of the same date by and between Assist-2-Sell, Inc., a Nevada corporation, you (YOUR INDIVIDUAL OR LEGAL ENTITY NAME) and, if you are a legal entity, your Owners, as described on Attachment 1.

1. Section 2A of the Franchise Agreement is replaced in its entirety and shall read as follows:

Subject to the provisions of this Agreement, we grant to you a franchise ("Franchise") to establish a single ASSIST-2-SELL office ("Office") using the Marks to be operated only at the location identified on Attachment 3 ("Premises") and only under the trade name identified on Attachment 3. The term of the Franchise will begin on the Agreement Date and continue through _____ ("Term"), unless the Franchise is terminated earlier under the provisions of this Agreement. Termination or expiration of this Agreement is termination or expiration of your Franchise.

2. The first sentence of the second paragraph of Section 3 of the Franchise Agreement is replaced in its entirety and shall read as follows:

You agree to cause the Office to be open and operating as of the Agreement Date.

3. Section 6A of the Franchise Agreement (initial franchise fee) is deleted in its entirety.

4. Section 6B2 of the Franchise Agreement is replaced in its entirety and shall read as follows:

Beginning on the 1st full calendar month after the Agreement Date, a monthly minimum royalty fee of \$250 will be assessed. The monthly minimum royalty fee is due and payable on the 10th day of the month after the month in which the monthly minimum royalty fee is assessed. Any royalty fees paid to us pursuant to Section 6B1 will be credited against the monthly minimum royalty fee for the month in which the royalty fees are paid.

5. Subsection 13(1) of the Franchise Agreement (failure to open the Office and begin business operations within 180 days of the Agreement Date) is hereby deleted.

6. This Addendum is incorporated into and made a part of the Franchise Agreement. If any of the terms and conditions of this Addendum are different from, or conflict with, those set forth in the Franchise Agreement, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first written above.

ASSIST-2-SELL, INC.

FRANCHISEE

By: _____
Mary LaMeres-Pomin, President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

or

By: _____
Lyle E. Martin, Vice-President
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

By: _____
YOUR NAME

YOUR ADDRESS

DATE: _____

DATE: _____

Attachment 11

COMMISSION DISBURSEMENT INSTRUCTIONS/AUTHORIZATION

Date: _____ Fax Number: _____

To: _____ Phone: _____

Closing Company: _____

To Be Completed by Broker

Closing File Number: _____

Property Address: _____

City: _____ State: _____ Zip: _____

Assist-2-Sell ID # _____

Listing Company: _____ Selling Company: _____

Listing Agent: _____ Selling Agent: _____

Scheduled Closing Date: _____ Scheduled Closing Price: \$ _____

a) Total Gross Commission paid by Seller: \$ _____

b) Other Brokers Share: \$ _____

c) Net Commission to Assist-2-Sell: (a minus b) \$ _____

d) 5% Franchise Fee (c multiplied by 5%) **OR** 5% Franchise Fee & 1% M&D Fee: (c multiplied by 6%)

\$ _____

Franchise Fee: (line d) Please make check payable to **Assist-2-Sell, Inc.** and enclose in closing package and return to local office.

Local Assist-2-Sell Office Commission: (c minus d) \$ _____

Please make check payable to the local Assist-2-Sell office and enclose in closing package and return to local office.

Note to Closing Agent:

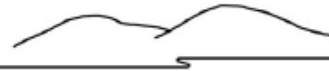
If amount differs from those stated above, please obtain a revised authorization from Broker.

Approved By: _____ Date: _____

EXHIBIT B

FINANCIAL STATEMENTS

Assist-2-Sell
FINANCIAL STATEMENTS
AUDIT REPORT
December 31, 2023



April 12, 2024

Assist-2-Sell

Reno, CA

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of Assist-2-Sell as of and for the year-ended December 31, 2023, as listed in the Table of Contents. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Assist-2-Sell as of December 31, 2023, and the respective changes in financial position, and cash flows where applicable for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

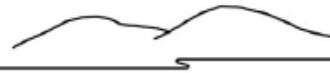
Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that,



individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PnPCPA

Pehling PnPCPA

Assist-2-Sell

Audit Report
December 31, 2023

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor's Report.....	1
Financial Statements	
Balance Sheet.....	4
Income Statement.....	5
Statement of Changes in Stockholder's Equity.....	6
Statement of Cash Flow.....	7
Notes to Financial Statements.....	8

Assist-2-Sell
Balance Sheet
December 31, 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>
<u>ASSETS</u>			
<u>Current Assets</u>			
Cash & Cash Equivalents	114,870	113,718	234,547
Prepaid Assets	7,500	7,500	7,500
Net Royalty Receivable	207,129	145,050	185,708
Total Current Assets	329,499	266,268	427,755
<u>Fixed Assets</u>			
Equipment	156,515	156,515	156,515
(Less) Accumulated Depreciation	(161,364)	(155,116)	(143,321)
Total Fixed Assets	(4,849)	1,399	13,194
<u>Other Assets</u>			
Restricted Marketing & Development Fund	326,066	432,179	564,631
Trademark	17,783	17,783	17,783
Total Other Assets	343,849	449,962	582,414
TOTAL ASSETS	668,499	717,629	1,023,363
<u>LIABILITIES & STOCKHOLDER'S' EQUITY</u>			
<u>Current Liabilities</u>			
Due to Shareholders' & Accounts Payable	9,149	3,132	3,914
Total Current Liabilities	9,149	3,132	3,914
Contract Liability	2,457	3,535	4,613
Liability of Marketing & Development Fund	326,066	432,179	564,631
Total Other Liabilities	328,523	435,714	569,244
TOTAL LIABILITIES	337,672	438,846	573,158
<u>Stockholders' Equity</u>			
Common Stock - no par value 2,500 authorized			
1,000 Issued & Outstanding	3,000	3,000	3,000
Retained Earnings	316,548	275,783	447,205
Total Stockholders' Equity	319,548	278,783	450,205
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	\$ 657,220	\$ 717,629	\$ 1,023,363

The accompanying notes are an integral part of these financial statements.

Assist-2-Sell

**Income Statement
For the Year Ended
December 31, 2023**

<u>REVENUES</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Royalty Income	711,230	819,526	\$ 1,068,834
Franchise Fees	5,990	4,323	2,995
Other Income	45,179	98,486	19,280
TOTAL REVENUES	762,399	922,335	1,091,109
<u>OPERATING EXPENSES</u>			
General & Administrative	628,900	611,864	496,666
Rent Expense	60,000	90,000	90,000
Selling Expense	16,335	20,099	54,374
Depreciation	1,399	11,794	24,171
TOTAL OPERATING EXPENSES	706,634	733,757	665,211
<u>INCOME FROM OPERATIONS</u>	55,765	188,578	425,898
<u>NON OPERATING INCOME(EXPENSES)</u>	-	-	31
<u>NET INCOME</u>	\$ 55,765	\$ 188,578	\$ 425,929

The accompanying notes are an integral part of these financial statements.

Assist-2-Sell

**Statement of Changes in Stockholders' Equity
December 31, 2023**

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Stockholders' Equity at December 31, as Previously Stated	\$ 278,783	\$ 450,205	\$ 405,733
Net Income	55,765	188,578	544,472
Stockholder Distributions	<u>(15,000)</u>	<u>(360,000)</u>	<u>(500,000)</u>
Balance at December 31,	<u>\$ 319,548</u>	<u>\$ 278,783</u>	<u>\$ 450,205</u>

The accompanying notes are an integral part of these financial statements.

Assist-2-Sell

**Statement of Cash Flow
December 31, 2023**

	<u>2023</u>	<u>2022</u>	<u>2021</u>
<u>CASH FLOW FROM OPERATING ACTIVITIES</u>			
Net Income	\$ 55,765	\$ 188,578	\$ 544,472
Adjustment to Reconcile to Net Cash Provided (Used) by Operating Activities:			
Depreciation	1,399	11,794	23,470
Accounts Receivable decrease(increase)	(45,951)	40,658	10,952
Prepaid Expenses decrease(Increase)	-	-	-
Contract Liability (decrease) increase	(1,078)	(1,078)	1,917
PPP Forgiveness	-	-	(80,276)
Due to Shareholders(decrease)increase	6,017	(781)	1,836
<u>NET CASH FLOW FROM OPERATING ACTIVITIES</u>	<u>16,152</u>	<u>239,171</u>	<u>502,371</u>
<u>CASH FLOW FROM INVESTING ACTIVITIES</u>			
<u>NET CASH FLOW FROM INVESTING ACTIVITIES</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>CASH FLOW FROM FINANCING ACTIVITIES</u>			
Distribution to shareholders	(15,000)	(360,000)	(500,000)
<u>NET CASH FLOW FROM FINANCING ACTIVITIES</u>	<u>(15,000)</u>	<u>(360,000)</u>	<u>(500,000)</u>
<u>NET INCREASE (DECREASE) IN CASH</u>	<u>1,152</u>	<u>(120,829)</u>	<u>2,371</u>
<u>CASH, BEGINNING OF YEAR</u>	<u>113,718</u>	<u>234,547</u>	<u>232,176</u>
<u>CASH, END OF YEAR</u>	<u>\$ 114,870</u>	<u>\$ 113,718</u>	<u>\$ 234,547</u>

The accompanying notes are an integral part of these financial statements.

Note 1. Business Activity

The company was formed to market real estate sales offices for the Assist-2-Sell concept through the United States. The company had 110 franchises with 105 operating in the United States and 5 operating in Canada as of December 31, 2023 and is actively marketing additional offices.

Note 2. Summary of Significant Accounting Policies**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity.

Revenue Recognition

Franchise fee revenue is recognized when all material services or conditions relating to the sale have been substantially performed or satisfied by the Company. There was no material impact to any of the line items within the Company's Statements of Income or Balance Sheets as a result of applying ASC 606 for the fiscal year ended December 31, 2020.

Generally, the Company's accounts receivable are expected to be collected in 30 days in accordance with the underlying payment terms. For many of the Company's services, the Company typically has one performance obligation.

Guidance Adopted

On May 28, 2014, the FASB issued ASU 2014-09 regarding ASC Topic 606, "Revenue from Contracts with Customers" ("ASC 606"). This standard provides principles for recognizing revenue for the transfer of promised goods or services to customers with the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB approved a one-year delay of the effective date of this new revenue recognition standard. The Company has adopted this standard as of January 1, 2020.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers financial instruments with a fixed maturity date of less than three months to be cash and cash equivalents. The standard insurance amount currently is \$250,000 per depositor and is permanent for certain retirement accounts (includes IRAs).

Prepaid Assets & Deposits

These arise when the company pays for goods or services that apply to a future period or for money held by others that will be used in a future period. This consists of \$7,500 of prepaid rent with the remainder a prepayment of expenses not yet due.

Royalties Receivable

Royalties receivable are reported at their outstanding unpaid principal balance. An arbitrary allowance for uncollectable royalties has been made. Past due balances are reviewed individually for collectability. The Company does not have any off-balance sheet credit exposure relating to its receivables.

	2023	2022	2021
Accounts Receivable	\$358,867	\$296,788	\$337,447
Allowance for doubtful accounts	(\$151,738)	(151,738)	(151,738)

Property and Equipment

Property and equipment are recorded at cost. The Company's policy is not to capitalize expenditures for computer equipment, furniture, or fixtures. For other items, it is the Company's policy to capitalize expenditures in excess of \$5,000. When property and equipment are retired or disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is provided over the estimated useful lives ranging from 3 to 27.5 years using accelerated and straight-line methods.

Fair Value of Financial Instruments

Fair value accounting establishes a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted price in active markets for identical assets or liabilities (Level 1 measurements) and lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

<i>Level 1</i>	Unadjusted quoted prices in active markets that are accessible at the measurement date for identical unrestricted assets or liabilities.
<i>Level 2</i>	Quoted price in markets that are not active, or inputs that are observable, either directly or indirectly, for substantially the full term of the asset or liability.
<i>Level 3</i>	Price or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable markets.

The Company financial instruments consist of marketing and development funds, which are invested in money market mutual funds and certificates of deposit. The investments are classified with Level 1 of the fair value of the hierarchy as their fair value is determined using quoted prices in active markets. The Company is not exposed to significant interest or credit risks arising for these financial instruments.

Trademark

The Company had adopted ASC 350, Intangibles - Goodwill and Other. ASC addresses the financial accounting and reporting for acquired goodwill and other intangible assets with indefinite lives. Pursuant to ASC 350, intangible assets must be periodically tested for impairment. The Company expects the trademark to contribute to cash flows indefinitely and accordingly had assigned an indefinite useful life to the acquired trademark.

Impairment of Intangible Assets

The Company evaluated the recoverability of identifiable intangible assets whenever events or changes in circumstances indicate that an intangible asset's carrying amount may not be recoverable. Such circumstances could include, but are not limited to, (1) a significant decrease in the market value of an asset, (2) a significant adverse change in the extent or manner in which an asset is used, or (3) an accumulation of costs significantly in excess of the amount originally expected for the acquisition of the asset. The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future net cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds its fair value.

Income Taxes

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S-Corporation. In lieu of corporation income taxes, shareholders of the corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

Note 3. Property & Equipment, Net

Property and Equipment, net consists of the following for the years ending December 31, 2023, 2022, and 2021:

	2023	2022	2021
Automobiles	\$ 116,759	\$ 116,759	\$ 116,759
Furniture & Fixtures	31,320	31,320	31,320
Signs	8,435	8,435	8,435
	156,514	156,514	156,514
Less: Accumulated Depreciation	(156,514)	(155,116)	(143,321)
Property & Equipment, Net	\$ -	\$ 1,398	\$ 13,193

Depreciation totaled \$1,398 for the year ended December 31, 2023.

Note 4. Marketing & Development Fund (the Fund)

The marketing and development funds asset, including interest and other income earned on this assets, and related liability represent funds contributed by the franchisees that are to be only used for marketing and promotion for the benefit of all franchisees. Franchisees must contribute to this Fund at the monthly rate of up to 1.5% of their gross revenue.

The company administers programs in the advertising fund for which it collects advertising fees, in accordance with the provisions of our franchise agreements. The Company acts as, in substance, an agent with regard to these advertising contributions.

The marketing and development fund is accounted for separately from the Company's other funds. A marketing and development Advisory Committee, consisting of up to 15 franchisees and members of the Company's headquarters, serves in an advisory capacity regarding the Fund's spending. It is possible that not all of the funds that are contributed to the Fund in a given year will remain in a conservative investment account and be carried over to the next year until these funds are spent. All interest earned on monies contributed to the Fund will become part of the existing fund.

The revenues, expenses, and cash flows of the advertising funds are not included in the Company's financials because the company does not have complete discretion over the usage of the funds.

Franchisee contributions to the Fund were \$245,584 and \$164,677 for the years ending December 31, 2021, and 2022, respectively.

December 31, 2023:

Contributions to M&DF	\$	140,954
Other Income		<u>6,884</u>
M&DF Expenses		<u>(253,951)</u>
Excess (Deficit) of Contributions over Expenses		<u>(106,113)</u>
Beginning Balance		<u>432,179</u>
Ending Balance	\$	<u>326,066</u>

Note 5. Contract Liability

In accordance with the adoption of ASC 606 the company carries a contract liability for franchise agreement initiation fees. These fees are amortized over the life of the contract.

	2023	2022	2021
Contract Liability	\$2,457	\$ 3,535	\$ 4,613

Note 6. Media & Promotional Activities

The Company enters into media purchasing and convention arrangements on behalf of its franchise locations, where the Company pays for the media and convention costs and is reimbursed by the franchisee. The Company also purchases various promotional items in bulk and sells them back to the franchisees.

Note 7. Concentration of Risk

The Company's principal revenue source is royalties generated from real estate sales made by the various office locations. Factors that could affect the Company include the real estate market as well as mortgage interest rates. As of December 31, 2023, the effect of the factors cannot be accurately predicted.

Note 8. Retirement Plan

The Company provides a 401(k) Profit Sharing Plan, which covers its employees who have completed a year of service and a thousand hours worked. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with Section 401(k) of the Internal Revenue Code. The Company may contribute amounts determined by management annually.

Note 9. Related Party Transactions

The balance due to shareholders on December 31, 2023, 2022, and 2021 consists of advances and expense reimbursement items that may be paid either in advance or in arrears depending on timing. The shareholders of the Company own Assist-2-Sell franchise, which pays royalties to the Company. In addition, the Company leases office space and training facilities from its shareholders, see Note 10.

Note 10. Operating Lease

The Company had entered into an operating lease agreement with the Company's shareholders. In accordance with Generally Accepted Accounting Principles for leases with a duration of 12 months or less the Company has elected to expense the rent payment on a straight line over the duration of the lease term. The lease term expires in December 2024 and requires monthly payments of \$5,000.

Rent Expense for the years ending December 31, 2023, 2022, and 2021 were \$60,000, \$90,000, and \$90,000, respectively.

Note 11. Subsequent Events

In accordance with ASC Topic 855, Subsequent Events, the Company evaluated subsequent events through April 12, 2024, the date these financial statements were issued. There were no material subsequent events that required recognition of additional disclosure on these financial statements.

Note 12. Uncertainty of Income Taxes

In June 2006, the Financial Accounting Standards Board issued ASC 740-10 (formerly known as FASB Interpretation No. 48), *Accounting for Uncertainty in Income Taxes*, which prescribed a comprehensive model for how a Company should measure, recognize, present, and disclose in its financial statements uncertain tax positions that a Company has taken or expects to take on a tax return. The Company adopted ASC 740-10 as if January 1, 2009. There was no impact to the Company's financial statement as a result of the implementation of ASC 740-10.

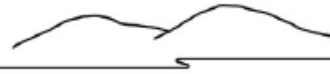
Note 13. Risk Management

The Organization is exposed to various risks of loss related to torts; damage to, and theft or destruction of assets; errors and omissions; injuries to employees; and natural disasters. During 2023, the Organization contracted with private insurance agencies for liability, property, crime damage.

Note 14. Contingencies

As of April 12, 2024, the Organization did not have any pending litigation or potential nondisclosed liabilities that management believes would have a material effect on the financial statements.

Assist-2-Sell
FINANCIAL STATEMENTS
AUDIT REPORT
December 31, 2022



April 14, 2023

Assist-2-Sell

Reno, NV

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of Assist-2-Sell as of and for the year-ended December 31, 2022, as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that our audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

PnPCPA

Pehling's

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Assist-2-Sell as of December 31, 2022, and the respective changes in financial position, and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Pehling PnPCPA

Pehling's PnPCPA

Assist-2-Sell

Audit Report
December 31, 2022

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor's Report.....	1
Financial Statements	
Balance Sheet.....	4
Income Statement.....	5
Statement of Changes in Stockholder's Equity.....	6
Statement of Cash Flow.....	7
Notes to Financial Statements.....	8

Assist-2-Sell
Balance Sheet
December 31, 2022

	<u>2022</u>	<u>2021</u>	<u>2020</u>
<u>ASSETS</u>			
<u>Current Assets</u>			
Cash & Cash Equivalents	113,718	234,547	232,176
Prepaid Assets	7,500	7,500	7,500
Net Royalty Receivable	145,050	185,708	191,421
Total Current Assets	<u>266,268</u>	<u>427,755</u>	<u>431,097</u>
<u>Fixed Assets</u>			
Equipment	156,515	156,515	156,515
(Less) Accumulated Depreciation	(155,116)	(143,321)	(119,851)
Total Fixed Assets	<u>1,399</u>	<u>13,194</u>	<u>36,664</u>
<u>Other Assets</u>			
Restricted Marketing & Development Fund	432,179	564,631	550,507
Trademark	17,783	17,783	17,783
Total Other Assets	<u>449,962</u>	<u>582,414</u>	<u>568,290</u>
TOTAL ASSETS	<u>717,629</u>	<u>1,023,363</u>	<u>1,036,051</u>
<u>LIABILITIES & STOCKHOLDER'S' EQUITY</u>			
<u>Current Liabilities</u>			
PPP Note	-	-	80,276
Due to Shareholders' & Accounts Payable	3,132	3,914	2,078
Total Current Liabilities	<u>3,132</u>	<u>3,914</u>	<u>82,354</u>
Contract Liability	3,535	4,613	-
Liability of Marketing & Development Fund	432,179	564,631	547,964
Total Other Liabilities	<u>435,714</u>	<u>569,244</u>	<u>547,964</u>
TOTAL LIABILITIES	<u>438,846</u>	<u>573,158</u>	<u>630,318</u>
<u>Stockholders' Equity</u>			
Common Stock - no par value 2,500 authorized 1,000 Issued & Outstanding	3,000	3,000	3,000
Retained Earnings	275,783	447,205	402,733
Total Stockholders' Equity	<u>278,783</u>	<u>450,205</u>	<u>405,733</u>
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	<u>\$ 717,629</u>	<u>\$ 1,023,363</u>	<u>\$ 1,036,051</u>

The accompanying notes are an integral part of these financial statements.

Assist-2-Sell

**Income Statement
For the Year Ended
December 31, 2022**

<u>REVENUES</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Royalty Income	819,526	1,135,818	\$ 1,068,834
Franchise Fees	4,323	2,995	2,995
Other Income	98,486	80,276	19,280
TOTAL REVENUES	922,335	1,219,089	1,091,109
<u>OPERATING EXPENSES</u>			
General & Administrative	611,864	533,978	496,666
Rent Expense	90,000	90,000	90,000
Selling Expense	20,099	27,200	54,374
Depreciation	11,794	23,470	24,171
TOTAL OPERATING EXPENSES	733,757	674,648	665,211
<u>INCOME FROM OPERATIONS</u>	188,578	544,441	425,898
<u>NON OPERATING INCOME(EXPENSES)</u>	-	31	31
<u>NET INCOME</u>	\$ 188,578	\$ 544,472	\$ 425,929

The accompanying notes are an integral part of these financial statements.

Assist-2-Sell
Statement of Changes in Stockholders' Equity
December 31, 2022

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Stockholders' Equity at December 31, as Previously Stated	\$ 450,205	\$ 405,733	\$ 429,728
Net Income	188,578	544,472	426,929
Stockholder Distributions	<u>(360,000)</u>	<u>(500,000)</u>	<u>(450,924)</u>
Balance at December 31,	<u>\$ 278,783</u>	<u>\$ 450,205</u>	<u>\$ 405,733</u>

The accompanying notes are an integral part of these financial statements.

Assist-2-Sell

Statement of Cash Flow
December 31, 2022

	<u>2022</u>	<u>2021</u>	<u>2020</u>
<u>CASH FLOW FROM OPERATING ACTIVITIES</u>			
Net Income	\$ 188,578	\$ 544,472	\$ 424,233
Adjustment to Reconcile to Net Cash			
Provided (Used) by Operating Activities:			
Depreciation	11,794	23,470	24,171
Accounts Receivable decrease(increase)	40,658	10,952	(27,005)
Prepaid Expenses decrease(Increase)	-	-	13,091
Contract Liability (decrease) increase	(1,078)	1,917	2,696
PPP Forgiveness	-	(80,276)	-
Due to Shareholders(decrease)increase	(781)	1,836	1,419
NET CASH FLOW FROM OPERATING ACTIVITIES	<u>239,171</u>	<u>502,371</u>	<u>438,605</u>
<u>CASH FLOW FROM INVESTING ACTIVITIES</u>			
NET CASH FLOW FROM INVESTING ACTIVITIES	<u>-</u>	<u>-</u>	<u>80,276</u>
<u>CASH FLOW FROM FINANCING ACTIVITIES</u>			
Distribution to shareholders	(360,000)	(500,000)	(450,924)
NET CASH FLOW FROM FINANCING ACTIVITIES	<u>(360,000)</u>	<u>(500,000)</u>	<u>(450,924)</u>
<u>NET INCREASE (DECREASE) IN CASH</u>	<u>(120,829)</u>	<u>2,371</u>	<u>67,957</u>
<u>CASH, BEGINNING OF YEAR</u>	<u>234,547</u>	<u>232,176</u>	<u>164,219</u>
<u>CASH, END OF YEAR</u>	<u>\$ 113,718</u>	<u>\$ 234,547</u>	<u>\$ 232,176</u>

The accompanying notes are an integral part of these financial statements.

Note 1. Business Activity

The company was formed to market real estate sales offices for the Assist-2-Sell concept through the United States. The company had 121 franchises with 116 operating in the United States and 5 operating in Canada as of December 31, 2022 and is actively marketing additional offices.

Note 2. Summary of Significant Accounting Policies**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity.

Revenue Recognition

Franchise fee revenue is recognized when all material services or conditions relating to the sale have been substantially performed or satisfied by the Company. The reported results for the fiscal year ended December 31, 2021, reflect the application of the guidance of ASC 606 while the reported results for the fiscal year ended December 31, 2019 were prepared under the guidance of ASC 605. There was no material impact to any of the line items within the Company's Statements of Income or Balance Sheets as a result of applying ASC 606 for the fiscal year ended December 31, 2020.

Generally, the Company's accounts receivable are expected to be collected in 30 days in accordance with the underlying payment terms. For many of the Company's services, the Company typically has one performance obligation

Guidance Adopted

On May 28, 2014, the FASB issued ASU 2014-09 regarding ASC Topic 606, "Revenue from Contracts with Customers" ("ASC 606"). This standard provides principles for recognizing revenue for the transfer of promised goods or services to customers with the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB approved a one-year delay of the effective date of this new revenue recognition standard. The Company has adopted this standard as of January 1, 2020.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers financial instruments with a fixed maturity date of less than three months to be cash and cash equivalents. The standard insurance amount currently is \$250,000 per depositor and is permanent for certain retirement accounts (includes IRAs).

Prepaid Assets & Deposits

These arise when the company pays for goods or services that apply to a future period or for money held by others that will be used in a future period. This consists of \$7,500 of prepaid rent with the remainder a prepayment of expenses not yet due.

Royalties Receivable

Royalties receivable are reported at their outstanding unpaid principal balance. An arbitrary allowance for uncollectable royalties has been made. Past due balances are reviewed individually for collectability. The Company does not have any off-balance sheet credit exposure relating to its receivables.

	2022	2021	2020
Accounts Receivable	\$296,788	\$337,447	\$331,528
Allowance for doubtful accounts	(\$151,738)	(151,738)	(164,569)

Property and Equipment

Property and equipment are recorded at cost. The Company's policy is not to capitalize expenditures for computer equipment, furniture, or fixtures. For other items, it is the Company's policy to capitalize expenditures in excess of \$5,000. When property and equipment are retired or disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. Depreciation is provided over the estimated useful lives ranging from 3 to 27.5 years using accelerated and straight-line methods.

Fair Value of Financial Instruments

Fair value accounting establishes a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted price in active markets for identical assets or liabilities (Level 1 measurements) and lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

<i>Level 1</i>	Unadjusted quoted prices in active markets that are accessible at the measurement date for identical unrestricted assets or liabilities.
<i>Level 2</i>	Quoted price in markets that are not active, or inputs that are observable, either directly or indirectly, for substantially the full term of the asset or liability.
<i>Level 3</i>	Price or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable markets.

The Company financial instruments consist of marketing and development funds, which are invested in money market mutual funds and certificates of deposit. The investments are classified with Level 1 of the fair value of the hierarchy as their fair value is determined using quoted prices in active markets. The Company is not exposed to significant interest or credit risks arising for these financial instruments.

Trademark

The Company had adopted ASC 350, Intangibles - Goodwill and Other. ASC addresses the financial accounting and reporting for acquired goodwill and other intangible assets with indefinite lives. Pursuant to ASC 350, intangible assets must be periodically tested for impairment. The Company expects the trademark to contribute to cash flows indefinitely and accordingly had assigned an indefinite useful life to the acquired trademark.

Impairment of Intangible Assets

The Company evaluated the recoverability of identifiable intangible assets whenever events or changes in circumstances indicate that an intangible asset's carrying amount may not be recoverable. Such circumstances could include, but are not limited to, (1) a significant decrease in the market value of an asset, (2) a significant adverse change in the extent or manner in which an asset is used, or (3) an accumulation of costs significantly in excess of the amount originally expected for the acquisition of the asset. The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future net cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds its fair value.

Income Taxes

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S-Corporation. In lieu of corporation income taxes, shareholders of the corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

Note 3. Property & Equipment, Net

Property and Equipment, net consists of the following for the years ending December 31, 2021, 2020, and 2019:

	2022	2021	2020
Automobiles	\$ 116,759	\$ 116,759	\$ 116,759
Furniture & Fixtures	31,320	31,320	31,320
Signs	8,435	8,435	8,435
	156,515	156,514	156,514
Less: Accumulated Depreciation	(155,116)	(143,321)	(119,851)
Property & Equipment, Net	\$ 1,399	\$ 13,193	\$ 36,663

Depreciation totaled \$11,794 for the year ended December 31, 2022.

Note 4. Marketing & Development Fund (the Fund)

The marketing and development funds asset, including interest and other income earned on this assets, and related liability represent funds contributed by the franchisees that are to be only used for marketing and promotion for the benefit of all franchisees. Franchisees must contribute to this Fund at the monthly rate of up to 1.5% of their gross revenue.

The company administers programs in the advertising fund for which it collects advertising fees, in accordance with the provisions of our franchise agreements. The Company acts as, in substance, an agent with regard to these advertising contributions.

The marketing and development fund is accounted for separately from the Company's other funds. A marketing and development Advisory Committee, consisting of up to 15 franchisees and members of the Company's headquarters, serves in an advisory capacity regarding the Fund's spending. It is possible that not all of the funds that are contributed to the Fund in a given year will remain in a conservative investment account and be carried over to the next year until these funds are spent. All interest earned on monies contributed to the Fund will become part of the existing fund.

The revenues, expenses, and cash flows of the advertising funds are not included in the Company's financials because the company does not have complete discretion over the usage of the funds.

Franchisee contributions to the Fund were \$245,584 and \$232,913 for the years ending December 31, 2021, and 2020, respectively.

December 31, 2022:

Contributions to M&DF	\$ 164,677
Other Income	<u>18,693</u>
M&DF Expenses	<u>(315,822)</u>
Excess (Deficit) of Contributions over Expenses	<u>(132,452)</u>
Beginning Balance	<u>564,631</u>
Ending Balance	<u>\$ 432,179</u>

Note 5. Contract Liability

In accordance with the adoption of ASC 606 the company carries a contract liability for franchise agreement initiation fees. These fees are amortized over the life of the contract.

	2021	2020	2019
Contract Liability	\$3,535	\$ 4,613	\$ 2,696

Note 6. Media & Promotional Activities

The Company enters into media purchasing and convention arrangements on behalf of its franchise locations, where the Company pays for the media and convention costs and is reimbursed by the franchisee. The Company also purchases various promotional items in bulk and sells them back to the franchisees.

Note 7. PPP Loan

The Company entered into a promissory note with Greater Nevada Credit Union for \$80,276 with an interest rate of 1% per annum. The terms of the loan have a 6 month deferral with the loan fully amortizing over the remaining 18 months. The PPP loan was forgiven on October 26, 2021.

Note 8. Concentration of Risk

The Company's principal revenue source is royalties generated from real estate sales made by the various office locations. Factors that could affect the Company include the real estate market as well as mortgage interest rates. As of December 31, 2022, the effect of the factors cannot be accurately predicted.

Note 9. Retirement Plan

The Company provides a 401(k) Profit Sharing Plan, which covers its employees who have completed a year of service and a thousand hours worked. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with Section 401(k) of the Internal Revenue Code. The Company may contribute amounts determined by management annually.

Note 10. Related Party Transactions

The balance due to shareholders on December 31, 2022, 2021, and 2020 consists of advances and expense reimbursement items that may be paid either in advance or in arrears depending on timing. The shareholders of the Company own Assist-2-Sell franchise, which pays royalties to the Company. In addition, the Company leases office space and training facilities from its shareholders, see Note 11.

Note 11. Operating Lease

The Company had entered into an operating lease agreement with the Company's shareholders. In accordance with Generally Accepted Accounting Principles for leases with a duration of 12 months or less the Company has elected to expense the rent payment on a straight line over the duration of the lease term. The lease term expires in December 2021 and requires monthly payments of \$7,500.

Rent Expense for the years ending December 31, 2022, 2021, and 2020 were \$90,000, \$90,000, and \$90,000, respectively.

Note 12. Subsequent Events

In accordance with ASC Topic 855, Subsequent Events, the Company evaluated subsequent events through April 14, 2023, the date these financial statements were issued. There were no material subsequent events that required recognition of additional disclosure on these financial statements.

Note 13. Uncertainty of Income Taxes

In June 2006, the Financial Accounting Standards Board issued ASC 740-10 (formerly known as FASB Interpretation No. 48), *Accounting for Uncertainty in Income Taxes*, which prescribed a comprehensive model for how a Company should measure, recognize, present, and disclose in its financial statements uncertain tax positions that a Company has taken or expects to take on a tax return. The Company adopted ASC 740-10 as if January 1, 2009. There was no impact to the Company's financial statement as a result of the implementation of ASC 740-10.

Note 14. Risk Management

The Organization is exposed to various risks of loss related to torts; damage to, and theft or destruction of assets; errors and omissions; injuries to employees; and natural disasters. During 2022, the Organization contracted with private insurance agencies for liability, property, crime damage.

Note 15. Contingencies

As of April 14, 2023, the Organization did not have any pending litigation or potential nondisclosed liabilities that management believes would have a material effect on the financial statements.

~~THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.~~

Assist-2-Sell, Inc.

Balance Sheet

As of August 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	201,368.36
Accounts Receivable	0.00
Other Current Assets	191,114.57
Total Current Assets	\$392,482.93
Fixed Assets	240,335.53
Other Assets	17,864.21
TOTAL ASSETS	\$650,682.67
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	0.00
Credit Cards	1,768.56
Other Current Liabilities	0.00
Total Current Liabilities	\$1,768.56
Long-Term Liabilities	1,592,225.97
Total Liabilities	\$1,593,994.53
Equity	-943,311.86
TOTAL LIABILITIES AND EQUITY	\$650,682.67

Assist-2-Sell, Inc.

Profit and Loss

January - August, 2023

	TOTAL
Income	
INTEREST INCOME	42.30
MERCHANDISE SALES INCOME	2,063.00
ROYALTIES	487,566.24
Unapplied Cash Payment Income	462.50
Total Income	\$490,134.04
GROSS PROFIT	\$490,134.04
Expenses	
AUTO EXPENSES	7,675.44
BANK & CREDIT CARD FEES	4,195.07
DUES & SUBSCRIPTIONS	1,578.32
Office Equipment (Expensed)	1,098.87
OS (Office Supplies)	268.55
POSTAGE/SHIPPING	33.14
PROFESSIONAL FEES	5,500.00
RENT EXPENSE	40,000.00
SALARIES & WAGES	326,620.44
SOFTWARE RELATED EXPENSES	640.99
TAXES & LICENSES	1,350.00
TELEPHONE & COMMUNICATION EXP.	327.88
Total Expenses	\$389,288.70
NET OPERATING INCOME	\$100,845.34
NET INCOME	\$100,845.34

EXHIBIT C
FRANCHISEES

Roster of Franchisees as of 12/31/2022

Canada

New Brunswick

Moncton 169 Mountain Road Moncton, New Brunswick E1C 2L1	Owners:	Ricky Cormier	Phone:	(506) 859-7779
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Nova Scotia

Dartmouth 202 Brownlow Avenue, Ste. 220 Dartmouth, Nova Scotia B3B 1T5 (2 franchises)	Owners:	Mike Doyle Lisa Doyle	Phone:	(902) 446-3113
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Ontario

Cornwall 224 Second Street West 625 Montreal Road Cornwall, Ontario K6J 1G7	Owners:	Tracy Wheeler	Phone:	(613) 932-0001
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Ottawa 203-100 Craig Henry Drive Ottawa, Ontario K2G 5W3	Owners:	Penny Torontow	Phone:	(613) 321-3600
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USA

Alabama

Fairhope 116 Fairhope Avenue, Suite 7 Fairhope, Alabama 36532	Owners:	Destiny Parks Tom Parks	Phone:	(251) 990-0969
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Mobile 3951 Burma Road Mobile, Alabama 36693	Owners:	Richard March	Phone:	(251) 401-0466
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California

Antioch 4629 Arabian Way Antioch, California 94531	Owners:	Eldon Brittner	Phone:	(925) 939-7653
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Burlingame 533 Airport Blvd., Ste. 400 Burlingame, California 94010	Owners:	Wilfredo Del Barrio Guia Del Barrio	Phone:	(650) 373-0001
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Carlsbad 2244 Faraday Ave., Ste. 108 Carlsbad, California 92008	Owners:	Ron Leigh Jo Anne Leigh	Phone:	(760) 438-1000
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Modesto
1031 McHenry Avenue, Ste. 4
Modesto, California 95350
(2 franchises)

Owners: Julie Kaley **Phone:** (209) 253-8727

Palmdale
626 W. Lancaster Boulevard #102
Palmdale, California 93534

Owners: Henry Hernandez **Phone:** (661) 794-2021

~~**Santa Clarita**
21021 Soledad Canyon Rd., #103
Santa Clarita, California 91351~~

~~**Owners:** Kim Tennies
Max Tennies **Phone:** (661) 799-7400~~

Colorado

Arvada
5765 Olde Wadsworth Blvd. Ste. 12
Arvada, Colorado 80002

Owners: Lori Smiley **Phone:** (303) 421-4882

Aurora / Parker
11173 E. Baltic Place
Aurora, Colorado 80014

Owners: Lorie Rowe **Phone:** (303) 346-0959

~~**Broomfield**
9841 Cypress Point Circle
Broomfield, Colorado 80020~~

~~**Owners:** Rick Perez **Phone:** (303) 257-7071~~

Colorado Springs
601 Hallam Avenue
Colorado Springs, Colorado 80911

Owners: Joan Musgrove **Phone:** (719) 596-3300

Denver (Aurora)
8100 E. Union Avenue, Unit 301
Denver, Colorado 80237

Owners: Chris Piele **Phone:** (303) 755-1635

Denver (Central Denver)
2639 E. 12th Ave.
Denver, Colorado 80206

Owners: Todd Barker **Phone:** (303) 316-7000

Denver (Metro)
1001 Bannock St. #444
Denver, Colorado 80204

Owners: Stephen Konsella **Phone:** (303) 477-3343

Evergreen
4860 Highway 73, Suite B
Evergreen, Colorado 80439

Owners: Craig Haffeman
Reg Fleming **Phone:** (303) 670-7100

Lakewood
355 S. Teller St., Ste. 200
Lakewood, Colorado 80226

Owners: Ron Darling **Phone:** (303) 989-1144

Lone Tree
9233 Park Meadows Dr.
Lone Tree, Colorado 80124

Owners: Matt Hornung **Phone:** (303) 798-8600

Loveland / Fort Collins
1601 E. Eisenhower Blvd., #4
Loveland, Colorado 80537

Owners: Roberto Ortiz Phone: (970) 206-4900

Monument
4885 Sandstone Dr.
Monument, Colorado 80132

Owners: Matt Hornung Phone: (719) 487-1777

Pueblo
1624 Weatherby Lane
Pueblo, Colorado 81008

Owners: Gayton Cardinale Phone: (719) 289-3312
Michael Clower
Tracy Clower

Thornton
8859 Fox Drive, Suite 105
Thornton, Colorado 80260

Owners: Brian Rippley Phone: (303) 659-3343

Connecticut

Groton
178 Bridge St.
Groton, Connecticut 06340

Owners: Ed Stebbins Phone: (860) 445-2144

Florida

Apopka / Longwood
~~2755 Border Lake Road, Suite 103~~
~~Apopka, Florida 32703~~

Owners: Jason Ampel Phone: ~~(407) 889-2220~~

Brandon
1463 Oakfield Drive, Ste. 125
Brandon, Florida 33511

Owners: Aaron Eshack Phone: (813) 400-1395

Clermont
15701 Hwy 50, Ste. 204
Clermont, Florida 34711

Owners: Karen Tefft Phone: (352) 289-6100
Jason Tefft

Coconut Creek / Parkland
6810 Lyons Technology Circle, Ste. 110
Coconut Creek, Florida 33073

Owners: Tom Carroll Phone: (954) 571-6700
Don Marton

Coral Springs
12528 West Atlantic Blvd.
Coral Springs, Florida 33071

Owners: Scott Grushoff Phone: (954) 346-4600
Kim Grushoff

DeLand
120 S. Woodland Boulevard, Ste. 200
DeLand, Florida 32720

Owners: Adil Beroual Phone: (386) 736-1588

Jacksonville
9016 Philips Hwy.
Jacksonville, Florida 32258

Owners: Lori Neighbors Phone: (904) 260-1166

Lake Mary
3070 W. Lake Mary Blvd., Ste. 120
Lake Mary, Florida 32746
(2 franchises)

Owners: Robert Foutz Phone: (407) 330-4343

Largo 10807 Ulmerton Road Largo, Florida 33778	Owners:	Randy Bowman Tami Bowman	Phone: (727) 596-2995
Merritt Island 85 East Merritt Island Causeway, Ste. A Merritt Island, Florida 32952	Owners:	Fabian Marquez	Phone: (321) 453-2313
Miami 12485 SW 137 Avenue, #212 Miami, Florida 33186	Owners:	Daniel Reboso	Phone: (786) 655-6300
Miami Lakes 8032 NW 161 Terrace Miami Lakes, Florida 33016	Owners:	Frank Mingo	Phone: (305) 690-0229
Orlando 7380 West Sand Lake Road Orlando, Florida 32819	Owners:	Kelly Bruce	Phone: (321) 377-8528
Orange Park 151 College Drive, Unit 10 Orange Park, Florida 32065	Owners:	Rachel Mateo	Phone: (904) 999-4130
Pensacola 2003 N. 9 th Avenue Pensacola, Florida 32503	Owners:	Hilary Rember	Phone: (850) 429-0100
<u>Port Orange (Daytona Beach)</u> <u>610 Dunlawton Avenue Ste. 1</u> <u>Port Orange, Florida 32127</u>	<u>Owners:</u>	<u>Christine DiNardo</u>	<u>Phone:</u> <u>(386) 492-7837</u>
Saint Augustine (NW Saint John's County) 300 Kingsley Lake Dr., Ste. 401 Saint Augustine, Florida 32092	Owners:	Mike Carter Karyn Carter	Phone: (904) 825-2800
St. Cloud 200 Maryland Avenue St. Cloud, Florida 34769	Owners:	Donald Ruizzo Janice Ruizzo	Phone: (407) 892-1001
St. Johns / Fruit Cove 100 SR 13N, Ste. D St. Johns, Florida 32259	Owners:	Lori Neighbors	Phone: (904) 287-4663
Tallahassee 241 East 6th Avenue Tallahassee, Florida 32303	Owners:	Elizabeth Hightower Hilton Hightower III	Phone: (850) 402-5454
<u>Georgia</u>			
Acworth 2537 Cedarcrest Road, Ste. 305-43 Acworth, Georgia 30101	Owners:	Lynne Irby	Phone: (770) 309-0973
Columbus 5069 Warm Springs Road Columbus, Georgia 31909	Owners:	Howard Gay	Phone: (706) 561-2995

Loganville
4402 Lawrenceville Rd., Ste 2249
Loganville, Georgia 30052

Owners:

Vicki Hyatt

Phone: (770) 605-9444

Warner Robins
4993 Russell Parkway, Ste. 510
Warner Robins, Georgia 31088

Owner

Chandler Shipley

Phone: (478) 333-2995

Idaho

Boise
~~11513 W. Fairview Ave., Ste. 104~~
~~Boise, Idaho 83713~~
~~(3 franchises)~~

~~Owners:~~

~~Kim Stimpson~~

~~Phone: (208) 887-7800~~

Chubbuck / Pocatello
624 Victor Avenue
Chubbuck, Idaho 83202

Owners:

Bobby Garvin
Amber Garvin

Phone: (208) 232-7355

Idaho Falls
1840 E. 17th Street
Idaho Falls, Idaho 83404

Owners:

Tina Miller

Phone: (208) 529-0111

Kuna (Boise)
1052 W. Whitetail Street
Kuna, Idaho 83634
(3 franchises)

Owners:

Kim Stimpson

Phone: (208) 887-7800

Lewiston
524 Bryden Ave.
Lewiston, Idaho 83501

Owners:

Debbie Lee

Phone: (208) 798-7822

~~Mountain Home~~
~~1355 Airbase Road~~
~~Mountain Home, Idaho 83647~~

~~Owners:~~

~~Floyd Beck~~

~~Phone: (208) 587-9111~~

Indiana

Indianapolis
910 N. Shadeland Ave., Ste. 5
Indianapolis, Indiana 46219
(3 franchises)

Owners:

J.D. Holly

Phone: (317) 353-2600

New Albany
3119 Lacewood Lane
New Albany, Indiana 47150

Owners:

Kelly Howell

Phone: (812) 945-2735

Kentucky

Ashland
~~1401 Greenup Ave., Ste. 200~~
~~Ashland, Kentucky 41101~~

~~Owners:~~

~~Randall Memmer~~
~~Sharon Memmer~~

~~Phone: (606) 324-1183~~

Maine

Saco
~~439 Main Street, Suite 20113 Park~~
~~Street~~
Saco, Maine 04072

Owners: **Tim Madden** **Phone:** **(207) 282-0990**

Maryland

Eldersburg
1121 Liberty Rd.
Eldersburg, Maryland 21784

Owners: **Leo Keenan III** **Phone:** **(410) 549-9555**

Massachusetts

Revere / Everett
362 Proctor Avenue
Revere, Massachusetts 02151

Owners: **Sandra Marsinelli** **Phone:** **(781) 284-2201**

Michigan

Hudsonville / Holland
6333 Apio Circle
Hudsonville, Michigan 49426

Owners: **Doug Yntema** **Phone:** **(616) 928-2281**

Minnesota

Janesville
108 North Main Street
Janesville, Minnesota 56048

Owners: **Larry Johnson**
Linda Johnson **Phone:** **(507) 833-3333**

Missouri

Ballwin / Des Peres
1195 Dunloe Road
Ballwin, Missouri 63021

Owners: **Judy Spellman** **Phone:** **(636) 394-4990**

Springfield
222 E. Republic Rd.
Springfield, Missouri 65807

Owners: **Antonio Serrano** **Phone:** **(417) 889-7000**

St. Louis / Brentwood
9808 Watson Road
St. Louis, Missouri 63126

Owners: **Elisa Mullins** **Phone:** **(314) 961-6500**

Nevada

~~Henderson / Las Vegas~~
~~8275 S. Eastern Avenue, Ste. 200~~
~~Las Vegas, Nevada 89123~~

Owners: **Michael Clower**
Tracy Clower **Phone:** **~~(702) 996-8005~~**

~~Las Vegas~~
~~80704 W. Charleston Boulevard #105-A~~
~~Las Vegas, Nevada 89117~~

Owners: **Linda Malik** **Phone:** **~~(702) 355-1060~~**

Reno / Sparks**
6490 S. McCarran Boulevard, Ste. F-46

Owners: **Mary LaMeres-Pomin** **Phone:** **(775) 688-6060**

Reno, Nevada 89509
**** company owned**

Lyle Martin

New Hampshire

Milford
12 Granite Street
Milford, New Hampshire 03055

Owners: **Vivian Sarlo** **Phone:** **(603) 883-0004**

New Mexico

Alamogordo
818 N. White Sands
Alamogordo, New Mexico 88310

Owners: **Bonnie Deeds** **Phone:** **(575) 434-0277**

Las Cruces
4053 Gila Trail
Las Cruces, New Mexico 88005

Owners: **Lance Raney** **Phone:** **(575) 521-7355**

New York

Melville
538 Broadhollow Road, 3rd Floor East
Melville, New York 11747

Owners: **Ralph Cusano**
Michael Broxmeyer
Gary Broxmeyer **Phone:** **(516) 375-4763**

Utica
2704 Genesee Street
Utica, New York 13502

Owners: **Lisa Kowalczyk**
Paul Lazzaro **Phone:** **(315) 735-9244**

North Carolina

Durham
1602 Bramble Dr.
Durham, North Carolina 27712

Owners: **Wayne Beeker** **Phone:** **(919) 620-8100**

New Bern
1851 South Glenburnie Rd., #14131
New Bern, North Carolina 28561

Owners: **Barry Evans** **Phone:** **(252) 259-5076**

Pinehurst
10 Forest Hills Drive
Pinehurst, North Carolina 28374

Owners: **Christine Sellers** **Phone:** **(910) 295-1600**

Ohio

Springfield
4103 East National Road, Suite 200
Springfield, Ohio 45505

Owners: **John Michael Hart** **Phone:** **(937) 342-9092**

Waterville / Toledo
1200 Michigan Ave., Ste. B
Waterville, Ohio 43566
(2 franchises)

Owners: **Cindy Morlock** **Phone:** **(419) 878-2640**

Oklahoma

**Tulsa (Eastern Tulsa)
9717 E. 42nd St., #108
Tulsa, Oklahoma 74146**

Owners: Vance Henderson Phone: (918) 828-7500

Oregon

**Bend
2900 NW Clearwater Drive #200
Bend, Oregon 97703**

**Owners: Jordan Ries Phone: (541) 388-2111
Shannon Christian-Ries**

**Eugene / Springfield
4222 Commerce St., Ste. 2C
Eugene, Oregon 97404**

Owners: Amanda Evans Phone: (541) 461-2222

Pennsylvania

**Jacobus
53 N. Main Street
Jacobus, Pennsylvania 17407**

Owners: Ron Fimiani Phone: (717) 840-8424

**Northampton
2019 Main Street
Northampton, Pennsylvania 18067**

Owners: Rob McCann Phone: (610) 837-7900

**Reading
2851 Centre Ave., 3rd Floor
Reading, Pennsylvania 19605**

Owners: Gary Kubovesak Phone: (610) 921-1374

South Carolina

**Florence
508 W. Cheves Street
Florence, South Carolina 29501**

Owners: Chad Yates Phone: (843) 667-6278

**Fort Mill
2764 Pleasant Road, Ste. A
Fort Mill, South Carolina 29708**

**Owners: Angela Cerbelli Phone: (803) 548-4995
Biagio Cerbelli**

**Greenville
611 N. Academy St.
Greenville, South Carolina 29601**

**Owners: Caryn Berry Phone: (864) 232-7792
Gene Berry**

**Murrells Inlet
4579 Carriage Run Circle
Murrells Inlet, South Carolina 29576**

**Owners: Deanna Coffey Phone: (843) 350-8767
Eric Coffey**

South Dakota

**Rapid City
628 Jackson Blvd.
Rapid City, South Dakota 57702**

Owners: Steve Anderson Phone: (605) 716-6966

Tennessee

Gallatin
1660 Broadwalk Place
Gallatin, Tennessee 37066

Owners: Cindy Bruno Phone: (615) 590-8747

Greenbrier
4226 Church Street
Greenbrier, Tennessee 37073

Owners: John Burton
Pam Burton Phone: (615) 863-0323

Texas

Amarillo
4200 Ridgcrest Circle, Building 1
Amarillo, Texas 79109

Owners: Wes Brown
Margaret Brown Phone: (806) 351-2346

League City
403 Ashberry Court
League City, Texas 77573

Owners: Paul Lopez Phone: (281) 332-8880

Plano
1900 Preston Rd., Ste. 267
Plano, Texas 75093

Owners: Paul Curtis Phone: (214) 256-3210

San Angelo / Carlsbad
716 S. Koenigheim
San Angelo, Texas 76901

Owners: Sean Richey Phone: (325) 949-8257

Utah

Salt Lake City
357 S 200 E, Ste. 101
Salt Lake City, Utah 84111

Owners: Brandon Fajardo Phone: (801) 721-2419

Springville / Orem / Provo
379 E. 925 N
Springville, Utah 84663

Owners: Quinn Dallin Phone: (801) 223-9700

Virginia

Charlottesville
1719 Allied Street, Ste. B
Charlottesville, Virginia 22903

Owners: Anthony McGhee Phone: (434) 979-1223

Richmond / Bon Air and Midlothian
593 Southlake Blvd.
Richmond, Virginia 23236

Owners: William Raymond Phone: (804) 794-6789

Virginia Beach
1480 North Muddy Creek Road
Virginia Beach, Virginia 23456

Owners: Linda Reinhold Phone: (757) 427-9191

Waynesboro / Staunton
421 S. Magnolia Ave.
Waynesboro, Virginia 22980

Owners: Mark Snyder Phone: (540) 949-5214

Washington

Burien / Seattle
148202 8th Ave. SW
Burien, Washington 98166

Owners: **Phil Georgas** **Phone:** **(206) 938-6070**

Kent
21006 132nd Ave., SE
Kent, Washington 98042

Owners: **Larry Eoff** **Phone:** **(253) 638-8888**

Wisconsin

Altoona / Eau Claire
919 Fairfax Street, Ste. 102
Altoona, Wisconsin 54720

Owners: **Jack Wahl** **Phone:** **(715) 831-6410**

Marinette
3000 Cleveland Avenue
Marinette, Wisconsin 54143

Owners: **Francine Kitkowski** **Phone:** **(715) 504-0925**

Menasha
430 3rd Street, Ste. B
Menasha, Wisconsin 54952

Owners: **Chris Klein**
Tina Klein **Phone:** **(920) 740-7641**

Middleton
6333 University Ave., Ste. 202
Middleton, Wisconsin 53562

Owners: **Frank Pohlkamp, Jr.** **Phone:** **(608) 836-3441**

Muskego
S73 W 16485 Janesville Rd.
Muskego, Wisconsin 53150

Owners: **Bob Pelzmann**
Maggie Richardson **Phone:** **(414) 422-4700**

Sparta
841 W. Wisconsin Street, Ste. A
Sparta, Wisconsin 54656

Owners: **Beth Pendleton** **Phone:** **(608) 269-5229**

Trempealeau
23557 Lake Rd., Ste. 5
Trempealeau, Wisconsin 54661

Owners: **Katie Johnson** **Phone:** **(608) 781-6120**

Weston
3717 Schofield Avenue
Weston, Wisconsin 54476

Owners: **Don Hall**
Carol Ann Hall **Phone:** **(715) 241-7653**

Wyoming

Afton
290 S. Washington Street, Ste. 2
Afton, Wyoming 83110

Owners: **Tina Miller** **Phone:** **(307) 886-4990**

Cheyenne
4001 Carla Drive
Cheyenne, Wyoming 82001

Owners: **Tania Riedel** **Phone:** **(307) 630-8914**

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT D

FORMER FRANCHISEES

Franchisees Who Left the System in 2023²

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

USA

California

Beverly Hills	Ed Lavi	(310) 897-0527
Left the system for other reasons		
Burlingame	Wilfredo Del Barrio	(650) 867-4710
Left the system for other reasons	Guia Del Barrio	(650) 245-2255
Santa Clarita	Kim Tennies	(661) 210-7976
Terminated	Max Tennies	(661) 210-7975

Colorado

Berthoud	Ellen Allen	(720) 313-8929
Left the system for other reasons	Jeff Allen	(720) 205-1632
Broomfield	Rick Perez	(303) 257-7071
Left the system for other reasons		

Florida

Apopka	Jason Ampel	(407) 538-1948
Left the system for other reasons		
Orlando	Kelly Bruce	(321) 377-8528
Left the system for other reasons		
Tallahassee	Hilton Hightower III	(850) 694-1410
Left the system for other reasons	Elizabeth Hightower	(850) 728-6143

Idaho

Mountain Home	Floyd Beck	(208) 283-6295
Left the system for other reasons		

Illinois

Brookfield	Fred Tyler	(708) 372-9237
Left the system for other reasons		

Indiana

Fishers	J.D. Holly*	(317) 353-2600
Left the system for other reasons		
*(Still owns Indianapolis franchises)		

Kentucky

Ashland	Randall Memmer	(606) 922-1958
Left the system for other reasons	Sharon Memmer	(606) 922-1957

Maine

_____**Gorham**_____**Leonard Scott**_____**(207) 671-0666**
_____Left the system for other reasons

Michigan

_____**Cadillac**_____**Kathryn Lawie**_____**(231) 920-5038**
_____Left the system for other reasons

Nevada

_____**Henderson / Las Vegas**_____**Michael Clower***_____**(719) 250-6035**
_____Left the system for other reasons_____**Tracy Clower***_____**(702) 465-7564**
_____*(Still owns Pueblo, Colorado franchise)

_____**Las Vegas**_____**Linda Malik**_____**(702) 355-1060**
_____Left the system for other reasons

Oklahoma

_____**Tulsa**_____**Vance Henderson**_____**(918) 630-5139**
_____Left the system for other reasons

Pennsylvania

_____**Pottstown**_____**Rick Miller**_____**(484) 300-6967**
_____Left the system for other reasons
_____**Reading**_____**Gary Kubovcsak**_____**(610) 698-2531**
_____Left the system for other reasons

Utah

_____**St. George**_____**Misty Amodt**_____**(435) 673-3000**
_____Left the system for other reasons

West Virginia

_____**Scott Depot**_____**Pat Hazelett**_____**(304) 545-8634**
_____Left the system for other reasons_____**Kay Hazelett***
_____*(Deceased)

Wyoming

_____**Cheyenne**_____**Tanya Riedel**_____**(307) 630-8914**
_____Left the system for other reasons

EXHIBIT E

OPERATIONS MATERIALS - TABLES OF CONTENTS

TRAINING & OPERATION MATERIALS (MANUALS ONLY)
TABLES OF CONTENTS

A. Assist-2-Sell, Inc. Training
Course Workbook Manual

PAGES DEVOTED
TO EACH SECTION

(Total pages - 429 not including samples of marketing materials)

TABLE OF CONTENTS

CHAPTER 1: Prior to opening	43
CHAPTER 2: Making the phone ring	25
CHAPTER 3: Handling listing inquiries	34
CHAPTER 4: Preparing and processing the new listing	38
CHAPTER 5: Servicing the listings	128
CHAPTER 6: Processing the transaction	69
CHAPTER 7: Miscellaneous office procedures	45
CHAPTER 8: Anti-Trust and FAQ's	45
CHAPTER 9: Document index	2

Table of Contents

- 1.0.0 A Letter From Your Franchisor
 - 1.1.1 The Assist-2-Sell Promise
 - 1.1.2 Our Obligations to You
 - 1.1.3 Industry Overview
 - 1.2.0 Business Description
 - 1.2.1 Important Names and Numbers
 - 1.3.0 Franchising: An Overview
 - 1.3.1 The Assist-2-Sell Franchise
 - 1.3.2 Policy Regarding the Use of This Manual
 - 1.3.3 Notice Regarding Confidentiality
- 2.0.0 Your Obligations as an Assist-2-Sell Franchisee
 - 2.1.0 Franchise Reports
 - 2.1.1 Important Dates (Reports and Payments)
 - 2.1.2 Suggestions, Grievances, and Complaints
 - 2.1.3 Business Hours
 - 2.2.1 Appearance and Maintenance of Facilities
 - 2.2.2 Appearance and Demeanor
 - 2.3.1 Books and Records
 - 2.4.1 Safety Standards
 - 2.5.1 Inspections and Audits
- 3.0.1 Site Selection
- 3.0.2 Business Organization
- 3.0.3 Licenses and Permits
- 3.0.4 Insurance
- 3.1.0 Books and Records
- 3.2.1 Staffing
- 3.3.0 Franchise Opening Checklist
- 4.0.0 Staffing and Personnel Administration
 - 4.1.1 Employee Recruitment
 - 4.1.2 Screening Applicants
 - 4.1.3 Interviewing
 - 4.1.4 New Hires
 - 4.2.1 Employment Regulations and Laws
 - 4.3.0 Personnel Policies
 - 4.3.1 Employee Safety
 - 4.3.2 New Employee Probationary Period
 - 4.3.3 Review System for Problems or Complaints
 - 4.3.4 Jury Duty
 - 4.3.5 Funeral Leave
 - 4.3.6 Voting
 - 4.3.7 Holidays

4.3.8 Vacation Policy
4.3.9 Service Awards
4.3.10 Termination of Employment
5.0.0 Basic Accounting
5.1.1 Accounting Objectives
5.1.2 Sales and Expenses
5.1.3 Accounts Receivable and Cash Receipts
5.1.4 Accounts Payable and Cash Disbursements
6.0.0 Financial Reporting
6.1.0 Financial Statements
6.2.0 Operating Statements
6.3.0 Cash Flow Analysis
7.0.0 Principles of Marketing
7.1.0 Sales Organization
7.2.0 Market Planning
7.2.1 Customer Analysis
7.3.0 Advertising Budget
7.4.0 Media Analysis
7.5.0 Advertising Policy
7.6.0 Ad Mattes
7.7.0 Stationery
7.8.0 Public Relations
8.0.0 Salesmanship and Selling
8.0.1 The Elements of Personal Selling
8.0.2 Basic Telephone Techniques
8.2.0 Sales Development
8.3.0 Follow Up

C. Technology Reference Manual

PAGES DEVOTED
TO EACH SECTION

(Total pages - 37)

TABLE OF CONTENTS

Introduction (4 pages)

SECTION 1: Forms (5 pages)

SECTION 2: Training (8 pages)

SECTION 3: Procedures (5 pages)

SECTION 4: Reference Guide (15 pages)

NOTE: The Training Manual and Operations Manual are constantly undergoing changes and revisions. The current versions at the time of training may differ than the descriptions above.

EXHIBIT F

AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/ AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	California Commissioner of Financial Protection and Innovation
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-4026	Minnesota Commissioner of Commerce
NEW YORK	NY Department of Law Investor Protection Bureau 28 Liberty St. 21 st Fl. New York, NY 10005 (212) 416-8285	Secretary of State State of New York 99 Washington Avenue Albany, NY 12231
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5 th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner

State	State Agency	Agent for Service of Process
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Revenue and Regulation Division of Securities 445 East Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823	Director of South Dakota Division of Securities
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

In all other states not mentioned above, our agent for service of process is:

Scott A. Gronek
6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509

EXHIBIT G

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Maryland	
New York	
Virginia	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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EXHIBIT H

RECEIPTS

RECEIPT
(your copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Assist-2-Sell, Inc. ("we," "us" or "our") offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

New York, Oklahoma and Rhode Island require that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa requires that we give you this disclosure document at the 1st personal meeting.

Michigan and Washington require that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit F.

The name, principal business address and telephone number of each franchise seller offering the franchise: Ryan Elliott, 6490 S. McCarran Blvd., Ste. F-46, Reno, NV 89509, (775) 688-6060 and _____

Date of Issuance: April 124, 2024~~3~~

See Exhibit F for our registered agents authorized to receive service of process.

I have received a disclosure document dated April 124, 2024~~3~~ that includes the following Cover Page and Exhibits:

- State Cover Page
- A Franchise Agreement, State Riders and Attachments
- B Financial Statements
- C Franchisees
- D Former Franchisees
- E Operations Manuals - Tables of Contents
- F Agencies/Agents for Service of Process
- G State Effective Dates
- H Receipts

Date

Name (Printed)

Signature

Date

Name (Printed)

Signature

KEEP THIS COPY FOR YOUR RECORDS. This disclosure document is also available in PDF format by request to Ryan Elliott at ryan@assist2sell.com.

RECEIPT
(our copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Assist-2-Sell, Inc. ("we," "us" or "our") offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

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Date

Name (Printed)

Signature

Date

Name (Printed)

Signature

PLEASE SIGN THIS COPY OF THE RECEIPT, DATE YOUR SIGNATURE, AND RETURN IT TO US ADDRESSED AS FOLLOWS: Ryan Elliott, Assist-2-Sell, Inc., 6490 S. McCarran Blvd., Ste. F-46, Reno, Nevada 89509. This disclosure document is also available in PDF format by request to Ryan Elliott at ryan@assist2sell.com.

ASSIST-2-SELL-0424~~3~~