# FRANCHISE DISCLOSURE DOCUMENT

Property Management Incorporated
Franchise, LLC
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The Property Management Incorporated Franchise, LLC ("PMI") business model offers a broad spectrum of community association, commercial, residential (including single-family and multifamily), and vacation/short-term rental property management and real estate services. As a franchisee, you will operate a PMI business, in a specific geographic area, using PMI's name, logo, and other trademarked and copyrighted materials, procedures, software solutions, property management software, processes, and systems.

The total investment necessary to begin operation of a PMI franchise will range from $84,575 to $150,271. This includes $59,900 to $90,000 that must be paid to the franchisor or affiliate before the Business opens.

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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Ms. Baylee Percell at 2901 W Bluegrass Blvd, Ste. 420, Lehi, Utah 84048, via telephone at (801) 407-1301 or via email at info@pmicorp.com.

The terms of your contract will govern your franchise relationship. Do not 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, such as an attorney 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, D.C. 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 also be laws on franchising in your state. Ask your state agencies about them.

ISSUANCE DATE: March 30, 2026

## 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 D and E. |
| **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 G 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 PMI 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 a PMI franchisee?** | Item 20 or Exhibits D and E 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.<br>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 operations.

**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 A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. See the Table of Contents for the location of the 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 Utah. 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 Utah than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty and minimum marketing spend payments, 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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## ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document (sometimes referred to herein as "**Disclosure Document**"), "we," "us," "PMI," "Property Management Incorporated," "our" or "Property Management Inc." means Property Management Incorporated Franchise, LLC, the franchisor ("**Franchisor**"), and "you" or "your" means the person or entity that buys the franchise("**Franchisee**"). If an entity is the Franchisee, "you" and "your" includes the individuals that have ownership or membership rights in the Franchisee entity.

**Each PMI franchise is independently owned and operated.** The franchisee is not an agent, employee, joint venturer, or partner of PMI. PMI does not exercise direct control over the day-to-day operations of the franchisee's business. The franchisee is solely responsible for all decisions regarding its business operations, including compliance with all applicable laws, hiring and managing employees, financial obligations, and customer interactions. The franchisor provides branding, operational support, and system standards but does not assume liability for the franchisee's business activities or legal compliance.

### Franchisor, Parents, Predecessors, and Affiliates

We are a Wyoming limited liability company, formed on March 21, 2008, and we conduct business under the following names: Property Management Incorporated Franchise, LLC, Property Management Incorporated, PMI, and Property Management Inc. We do not do business under any other name. We maintain a principal office address at 2901W Bluegrass Blvd, Ste 420, Lehi, Utah 84048. Our telephone number is (801) 407-1301.

PMI has no predecessors or parent companies. However, PMI has affiliated companies ("**Affiliate(s)**"). PMI Investments, LLC, ("**PMI Investments**" or "**PMII**") a Wyoming limited liability company, is our Affiliate and was formed on March 21, 2008, and has a mailing address of 2901 W Bluegrass Blvd, Ste 420, Lehi, Utah 84048. PMI MM, Inc., a Wyoming corporation, also located at 2901 W Bluegrass Blvd, Ste 420, Lehi, Utah 84048, is PMI's manager and is also an Affiliate, and was formed on March 21, 2008. PMI and PMI Investments were originally formed as Nevada limited liability companies and were transferred to Wyoming limited liability companies in early 2016. PMI MM, Inc. was originally formed as a Nevada corporation and was transferred to a Wyoming corporation in early 2016. PMI International, LLC ("PMI **International**"), a Wyoming limited liability company, is also an Affiliate and was formed on January 27, 2017, with a mailing address of 2901 W Bluegrass Blvd, Ste 420, #104, Lehi, Utah 84048. PMI Ventures, LLC ("**PMI Ventures**"), a Wyoming limited liability company, is also our Affiliate, and has a mailing address of 2901 W Bluegrass Blvd, Ste 420, Lehi, Utah 84048.

Our agent for service of process in your state is disclosed in Exhibit A. Neither we nor our Affiliates have ever offered franchises for any other product or service other than those identified in this offering.

## The Franchisor's Business

A Franchisee may use our System (as defined below), in a specific, non-exclusive geographic region ("**Territory**"), under the terms of a franchise agreement (in a form similar to the one attached as Exhibit B) ("**Franchise Agreement**"), to establish, operate, and market a property management and real estate services company in a designated Territory (the "**Business**"), to the following industry sectors (collectively, "**Pillars**"):

- **Residential:** single and multifamily homes, apartments, condominiums, mobile homes, and other residential dwellings;
- **Commercial:** any property used for commercial purposes, including but not limited to, office space, medical, retail, restaurants, and industrial use;
- **Association:** an association or governing body that manages, governs, or oversees common-interest or community associations, including homeowner, condominium, or commercial owner associations; and
- **Short-Term Rental or STR:** Residential properties used for vacation, corporate and executive housing, relocation, and other short-term rentals; and
- **Multifamily:** Residential real estate comprised of multiple dwelling units operated as a single rental community, including but not limited to apartment communities (garden-style, mid-rise, and high-rise), townhome rental communities, and other multi-unit residential properties.

Within each Pillar, we use the following terms to describe the individual type of space under management:

- **Door(s):** a Residential space with a physical address that may be rented, leased, or sold.
- **Key(s):** a Residential space with a physical address that is rented as a Short-Term Rental.
- **Square Foot (Feet):** a measure of **Commercial Units** and the corresponding space, with a physical address that may be rented, leased, or sold.
- **Unit(s):** an individual space with a physical address that is located within a common-interest community or that is managed, governed, or overseen by a cooperative or Association.
- **Multifamily Unit(s):** an individual dwelling unit within a Multifamily property that may be rented or leased, identified by a unit number and/or other designation (whether or not it has a separate street address.)

The Business also includes **Brokerage** services, which involve buying, selling, referring, and listing real estate transactions. While Brokerage supports the overall operation of the Business, it is not classified as one of the Pillars defined above.

PMI Investments owns a proprietary system, that includes service marks, trademarks, trade names, trade dress, logos, copyrighted materials, and other identifiable similar items, (collectively, the "**Marks**") business techniques, and procedures (the Marks, business techniques, and procedures are collectively referred to herein as the "**System**") that you will use to operate a franchised property management services Business. The property management services you will provide, based on your Pillar, include, but are not limited to: advice and assistance in leasing real estate property, communications with tenant and landlord, collecting rent, setting up and overseeing repair and maintenance contracts, brokerage services, property review, paying bills, maintaining property insurance, handling evictions, association and community management, hospitality services for short term rentals, and providing monthly, quarterly, and annual financial reports. We have offered the franchise described in this disclosure document since 2008 and have conducted the type of business you will operate since 2010. We and our Affiliates reserve the right in the future to open similar businesses using the System and the Marks.

At the present time, we do not have any other operating businesses.

## Prior Business Experience

Before our Affiliates opened our first corporate-owned Business using the System in 2010, we had never engaged in any business other than as the Franchisor of the System. We have never offered franchises in any other line of business.

We began offering and selling our franchises in July 2008. As of December 2022, we and/or our Affiliate have franchised locations in the United States, Malta, Curacao, and Costa Rica. By agreement with PMII, Franchisor is permitted to license the Marks to Franchisee and allow Franchisee to use the System to operate a Business in the United States and its territories ("**United States**"). Outside the United States, by agreement, PMII has granted PMI International the right to license the Marks in conjunction with the System, in order to allow franchisees to operate a Business. PMI International may offer licenses and franchises outside of the United States under different terms and conditions than those described in this Franchise Disclosure Document.

## Competition

The market for property management services is well developed and very competitive. As such, you will be competing with other individuals, small companies, large corporations, as well as similar franchise systems. You may also encounter competition from other PMI franchises, and we do not restrict your competition, but we encourage PMI franchisees to work collaboratively for the success of the System. The market for property management services can be well developed in more populous areas. In resort areas, for example, the market for property management services may be seasonal.

## Laws Affecting the Business

You are responsible for obtaining all necessary business, real estate broker, real estate agent and property management licenses that are required by the city, county, and state in which you will be operating your Business. You will also be required to conform to any taxation requirements to which you are subject.

Your Business is subject to federal, state, and local laws of a general nature. You must comply with employment, health and safety, workers' compensation insurance, trade name registration, licensing, and similar laws, rules, and regulations. The laws in your state or municipality may be more or less stringent. **You should examine these laws before purchasing a franchise from us.** Further, virtually all states will require that you, your employees, and your service providers have licenses necessary to deliver the services contemplated herein. **Some states may require a property management, real estate, and/or broker license.** If your Territory resides in such states, you will be required to provide PMI with the name, address, and licensure information of the real estate and/or broker with whom you have contracted as part of your Business. **You are responsible for ensuring that you, your employees, and/or service providers comply with any such local, state, or federal requirements. We urge you to consult with a legal advisor or an appropriate state agency to familiarize yourself with all laws and regulations.** For licensed activity, you must also comply with the National Association of REALTORS® Code of Ethics (which is included in our Operations Manual). Under no circumstances shall the party's relationship be intended to be construed as a joint employer for the purposes of the National Labor Relations Act as amended.

**National Accounts**

PMI may choose to enter into relationships with outside companies that may include referrals to PMI franchisees ("**National Accounts**"). PMI will enter into these relationships at its own discretion, and all terms will be negotiated by PMI. PMI will also use its sole discretion to determine if a referral from a National Account will be referred to you. PMI is not obligated to refer to you or any other franchisee and may at times refer to an entity that is not a PMI franchise. Likewise, at no time will you ever be obligated to accept a referral from a National Account.

In the event that you choose to accept a referral from a National Account, you will be required to execute a separate agreement with PMI that will govern your handling of the referral. Agreements for each National Account will vary. You will be obligated to strictly comply with the terms of all agreements. Any breach of those agreements could result in your ineligibility for referrals from National Accounts and being in breach of your Franchise Agreement.

## ITEM 2: BUSINESS EXPERIENCE

**Steven Hart, CEO and Co-Founder**
Mr. Hart is our Co-Founder, based in Lehi, Utah. Mr. Hart was made CEO in September 2019.

**Stuart McReynolds, President and Chief Operating Officer**
Mr. McReynolds has been PMI's President and Chief Operating Officer since May 2025, based in Lehi, Utah. From April 2023 to May 2025, he served as PMI's Chief Operating Officer. Previously he held the position of Vice President, Head of Service Delivery for American Express Global Business Travel for 8 years.

**Jeremiah Cundiff, Chief Growth Officer**
Mr. Cundiff has been PMI's Chief Growth Officer since July 2023. Previously, he held the position of PMI's Chief Operations Officer since September 1, 2022, based in Lehi, Utah. From February 1, 2019, to September 1, 2022, Mr. Cundiff served as our Vice President of Operations, and from 2017–2019, he served as PMI's Executive Director of Operations.

## ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

## ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

## ITEM 5: INITIAL FEES

The non-refundable initial franchise fee ("**Franchise Fee**") depends on the type of franchise you purchase and may differ from the information below if the franchise is located outside of the US.

The Franchise Fee for a franchisee starting a new Business is $69,900. For non-U.S. residents who have or are obtaining E-2 Investor Visas for the purpose of a franchise located within the U.S., the Franchise Fee is between $59,900 - $90,000 plus a Reserve amount based on two years of Minimum Royalty, Digital Essentials Package, and PMiBOOKS Fees (Item 6). The funds in this reserve account may be used to fund the acquisition of another property management business if such acquisition is reviewed and approved by PMI's acquisition department.

For existing property management companies that qualify, we offer a conversion program that may reduce the initial franchise fee. The program is based on gross monthly revenue currently being generated from 3rd party management contracts, not rents and fees for self-owned properties. The Initial Franchise Fee may range from $0 to $69,900. In order to qualify for the conversion program, you must have an active property management business with current gross monthly revenue exceeding $5,000 in gross monthly revenue from managed third-party properties.

Non-refundable initial fees and payments for services or goods received from the Franchisor or its Affiliates that may apply before the Business opens range from $84,575 - $150,271 and are listed below. Non-refundable initial fees and payments for services or goods received from the Franchisor or its Affiliates are also identified in Item 6, Other Fees, and reflect the symbol †.

| | |
|---|---|
| $59,900 - $90,000 | Initial Franchise Fee |
| $24,000 | Prepaid Marketing Deposit |
| $0 - $28,296 | E-2 Investor Visa Reserve |
| $0 - $5,000 | EPMC Conversion Fee |
| $675 - $ 2,975 | PMI Hardware and Software |
| $84,575 - $150,271 | TOTAL |

## ITEM 6: OTHER FEES

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty† | Monthly: (i) 5.0% of Brokerage Revenue plus (ii) a tiered percentage of Gross Revenue, with a minimum monthly royalty based on months of operation: $350 through month 23, $700 from month 24-35, and $1,050 from month 36 and beyond. The tiered percentages apply as follows: 7% on Gross Revenue up to $35,000, 6% on Gross Revenue from $35,001 to $75,000, and 5% on Gross Revenue above $75,001. | Payable monthly; due on the 15th of each calendar month. Gross Revenue and Brokerage must be reported by the 15th of each month. | See Notes (1), (2), (3) and (5). |
| National Marketing Fund† | 2.0% of Gross Revenue. | Payable monthly; due on the 15th of each calendar month. | See Note (4), (6) and Item 11. |
| Local Advertising Quota | Minimum of $2,000 per month and $1,000 per month for each additional pillar. At the time of signing, Franchisee must prepay one year's quota, which shall satisfy the $2,000 per month minimum for the Franchisee's first full year of operation (Year 1) which shall be in the amount of $24,000. | As required, according to marketing channels used. | See Note (7) and Item 11. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Digital Essentials Package† | Monthly: Presently $729 per month for your Primary Pillar, and $250 per month for each Additional Pillar thereafter. | Payable monthly; due on the 15th of each calendar month. | See Note (8). |
| PMiBOOKS Bookkeeping Program† | No PMiBOOKS Fee to be charged until the first Door, Unit, Key, or Square Foot is in place; thereafter, the current minimum monthly fee is: (i) for Doors and Square Feet, the greater of $15 per Door/Commercial Unit managed or $100; (ii) for Units, the greater of: (a) 20% of the management fee the Franchisee is paid for managing Units or (b) $75 per Association plus an initial $3.00 per Unit setup fee or $100; and (iii) for Keys, presently, the greater of (a) $50 per key managed with 4 Key minimum or (b) $325, and a $250 onboarding fee. | Mandatory until you have completed all training and assignments deemed necessary for you to demonstrate the ability to manage your company's bookkeeping; payable monthly on the 1st day of each calendar month. | See Note (9) and Item 11. |
| PMiSOFT Software (for franchisees that manage Residential and/or Commercial properties) | Presently, no per Door monthly fee. | No due date. | See Note (10) and Item 8 and 11. |
| PMiWARE Software† (for franchisees that manage Associations) | Presently, $35 per Association and a one-time setup fee of $500. | Payable monthly; due on the 1st of each calendar month via EFT. | See Note (11) and Item 8 and Item 11. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| PMiSTR Software (for franchises that manage Short-Term Rentals) | Monthly: A one-time $500 setup fee applies, with a per-key fee structured as follows: $40 per key for up to 5 keys, $35 per key for 6 to 15 keys, $30 per key for 16 to 50 keys, $27 per key for 51 to 100 keys, and $24 per key for more than 100 keys. Once the number of keys reaches a specified range, all keys are billed at that range's rate. For example, a franchise with 7 keys would be billed a one-time $500 setup fee plus $35 per key for all 7 keys, totaling $745. Additionally, optional add-on bundles are available starting at $40. | As Invoiced by Partner. | See Note (12) and Item 8 and Item 11. |
| Accounting Software† | Presently, a monthly fee of $30 – $300 | Payable on the 1st of each month of each calendar month via EFT. | See Note (23) and Item 8 and Item 11. |
| PMiPrograms | Monthly fee of $99, which includes operational workflows, one phone + inbox seat, 250 call minutes per month, 250 text messages per month, unlimited CRM users and pipelines. Additional Units are charged on a tiered basis: 101-200 units at $1.20 each, 201-500 units at $1.15 each, 501-1,000 units at $1.10 each, and 1,001 or more units at no additional fee with a $1,100 cap. Other add-ons include additional phone lines beyond the included one at $4 per line, additional minutes beyond the included 250 at 5 cents per minute, additional texts beyond the included 250 at 2.5 cents per text, additional Inbox and Phone seats beyond the included one at $89 per seat, and Maintenance/Work Orders at $50 per month for unlimited Units. | Payable monthly; due on the 15th of each calendar month. | See Note (13) and Item 8 and Item 11. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Audit Fee† | If Brokerage Revenue or Gross Revenue is understated by 5% or more, you pay the costs of audit, a charge of 50% of the understated amount, plus the Royalties and fees that would have been owed on the understated amount. | On demand. | See Note (14). |
| Transfer Fee† | Presently, $12,000. | Payable immediately at time of transfer. | See Note (15). |
| Franchise Renewal† | Presently, $10,000. | Payable upon Effective Date of Renewal Franchise Agreement. | The Renewal Term is ten years. See Note (16). |
| Late fees, insufficient funds fees, or interest on late payments† | Presently, $50 per day that payment is late, plus highest applicable legal rate for open account business credit, or if there is no maximum, not less than the rate of 5% per month. Franchisee shall be responsible for any insufficient funds fees assessed by payment processors in connection with payments due under this Agreement. | Due on receipt of invoice. | See Note (17). |
| Insurance | An annual premium of approximately $2,000 – $5,000. | As incurred. | See Note (18) and Item 7. |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| PMiWorkFlow† | Presently, an annual subscription paid monthly, presently $22.50 per month per license. | Prior to Opening Date. | See Note (23). |
| Extraordinary Training Cost† | The then current fee, which is presently a minimum of $600 to $800 per day, plus travel reimbursement. | 10 days before the visit. | Only if you require or request Extraordinary Training. See Note (19) and Item 11. |
| PMI Certification Program† | $1,000 per Attendee | As incurred, during Training and Opener. | See Item 7. |
| Monthly Phone Service Fee | Presently, a one-time set up fee of $94.95 – $149.90 before FCC regulated fees and taxes, and $65.87 per month before FCC regulated fees and taxes. | Monthly on or before the 1st of each month. | Required of all Franchisees.<br><br>See Note (24). |
| Trust Account Reconciliation Fee† | Presently, $5.00 per Door. | As incurred. | See Note (20). |
| Compliance Fee† | Presently, $25.00 per day if you are out of compliance with any requirements contained in the Franchise Agreement. | As incurred. | See Note (21). |

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Broker Fee | Presently, can range from $0 to 30% of the leasing fee. | As incurred. | See Note (22). |
| Lead Origination Fee† | For all PMI Corporate Sourced Acquisition leads that result in a signed purchase agreement, the following fees will apply:<br><br>Due at closing, the Sourcing Fee is equal to 3% of the total transaction value. | Due at closing. | (none) |

† Denotes fees which are imposed and payable to PMI ("us") or our Affiliates. All fees paid to us, or our Affiliates are non-refundable. Except as explained in the "Notes" below, all fees are uniformly imposed. Fees paid to approved vendors (meaning Franchisor-approved suppliers and vendors of products and services that Franchisee may use in the Business (referred to herein as "**Approved Vendor(s)**") may or may not be refundable depending on the Approved Vendors. We require you to pay fees and other amounts due to PMI via electronic funds transfer ("**EFT**") or other similar means, as described in the Franchise Agreement. If payments are required in this method, you must comply with our procedures and perform all acts and deliver and sign all documents, including authorization (in the form attached to the Franchise Agreement as Addendum C, or any other form that we may accept). If you choose to pay any fees by credit card, you must pay us a 3.5% servicing fee.

We have no franchisee cooperatives at this time.

[NOTES for Item 6 are on the following pages]

## ITEM 6 NOTES:

(1) "**Royalty**" or "**Royalties**" shall mean a monthly fee owed to Franchisor by Franchisee that is (i) 5% of Brokerage Revenue: plus (ii) a tiered percentage of Gross Revenue as follows: the greater of 7% or $350, $700, $1,050 (based on months of Operation) of Gross Revenue (as defined in Note 2) up to $35,000, plus 6% of Gross Revenue from $35,001-$75,000, plus 5% of Gross Revenue above $75,001: For example, if Franchisee's Gross Revenue is $50,000, and has $4,000 of Brokerage revenue, Franchisee would pay two-hundred dollars on Brokerage ($200 = $4,000 x 5%) plus $3,350 on all other revenue ([$35,000 x 7%] + [$15,000 x 6%]) for a total of $3,550.

(2) The anticipated costs to start a real estate brokerage vary depending on the type of brokerage you want to start. Typically, you should budget for start-up costs of $10,000 if you want to start an independent real estate brokerage. Some of the anticipated costs are

- Pre-licensing real estate classes: $300+
- Real estate license application fee: $325+
- Real estate broker fees: $25–$500+/month
- Membership dues: $200+/year
- Marketing costs: $1,000+/year
- Real estate continuing education: $50–$300+/year

(3) You must produce a minimum of $5,000 in Gross Revenue in month 12 from Opening Date ("Territory Sales Quota" or "TSQ"), and a minimum TSQ of $10,000 in Gross Revenue in month 24 from the Opening Date and a minimum TSQ of $15,000 in Gross Revenue in month 36 from the Opening Date. If you fail to meet your TSQ, we may reduce the geographic size of the Territory to an area we determine and sell an additional franchise in your Territory, or we may terminate the Franchise Agreement.

(4) The term "**Gross Revenue**" is defined in Section 1 of the Franchise Agreement and includes the total revenue and receipts collected through the operation of the Business and entities affiliated with you, including but not limited to, all revenue from property management and maintenance services, leasing fees, booking and guest fees, and all other revenue the Business generates—excluding Brokerage, and all federal, state, or municipal sales, use, or service taxes collected from customers or clients.

(5) You are required to provide us with monthly financial statements, including a profit and loss statement, within ten (10) Business Days after the end of each month. In addition, during the Term of the Franchise Agreement, each year, within thirty (30) Days of Franchisee filing its annual tax returns, you must provide us with a complete financial statement for the preceding calendar year, which restatement shall include (i) a profit and loss statement, (ii) a balance sheet, (iii) your complete business year-end tax returns including any applicable schedule K-1's, each being prepared and certified by an independent, certified public accountant; and (iv) each Owners' complete year-end tax returns. The last possible calendar date the aforementioned documents must be received is the 15th day of the 11th month of the year following the tax year. The monthly and annual financial statements and accompanying documents do not need to be audited unless subsequently requested in writing by us. If this documentation is not received by the deadline, you will be selected for audit and any associated fines and penalties will apply.

(6) You are required to contribute 2.0% of your monthly Gross Revenue to our national marketing fund ("**National Marketing Fund**") as more fully described in Section 3 of the Franchise Agreement. The amount you contribute ("**National Marketing Fees**") is payable monthly together with and in the same manner as Royalties.

(7) We require that you spend at least $2,000 per month in your Primary Pillar, and $1,000 per month for each Additional Pillar ("Local Advertising Quota") for Territory advertising and marketing ("Local Advertising"). The terms "Primary Pillar" and "Additional Pillar" are defined in note (3) of Item 7 below. The monthly obligation begins on the earlier of (i) the first calendar day of the month following your completion of the Green Light Program or (ii) no later than 180 days after the Effective Date of your Franchise Agreement. This monthly Local Advertising Quota is in addition to the National Marketing Fee. The Local Advertising expense does not include the monthly fee paid to us for providing the Digital Essentials Package ("Digital Essentials Package," further defined in the Franchise Agreement). The first twelve (12) months of the Local Advertising Quota will be collected in advance of the Opening Date and will be used for local branding, advertising, and other marketing activities determined by Franchisor to support the Franchisee's development of the business.

(8) You must participate in our Digital Essentials Package, which presently costs $729 per month for your Primary Pillar, and $250 per month for each Additional Pillar thereafter. The Digital Essentials Package fees will commence on the first day of the month following the Opening Date of your franchise.

(9) We have developed a temporary bookkeeping assistance and training service for PMI franchisees ("PMiBOOKS"), for Doors and Square Feet ("ResidentialBOOKS"), Units ("AssociationBOOKS"), and Keys ("STRBOOKS"). "Door(s)" means a Residential space with a physical address that may be rented, leased, or sold. "Unit(s)" means an individual space with a physical address that is located within an Association. "Key(s)" means a Residential space with a physical address that is rented as a Short-Term Rental. "Square Feet" means a Commercial Unit with a physical address that may be rented, leased, or sold. PMiBOOKS is required until you have completed all training and assignments deemed necessary for you to manage your company's bookkeeping, which is judged by PMI in its sole and absolute discretion. You will be required to sign the PMI Bookkeeping Services & Training, attached to the Franchise Agreement, as Exhibit A. Once training and assignments are completed, you must use PMiBOOKS for that industry Pillar, or you may implement another bookkeeping staffing solution using PMiSOFT (regardless of the bookkeeping staffing solution you choose, you must ensure that the monthly and annual financial statements required under the Franchise Agreement [See Franchise Agreement, Section 3] are provided to us). Your monthly fee, paid to us, will depend on the number and types of properties you manage and whether you choose to purchase additional and optional bookkeeping services from us. Fees for PMiBOOKS will begin upon obtaining your first Door, Unit, Square Foot (Feet), or Key. The fees for PMiBOOKS vary and can change from time to time. Presently, the minimum monthly PMiBOOKS fee is: (i) for Doors and Square Feet, the greater of (a) $15 per Door or Commercial Unit managed or (b) $100; (ii) for Units, the greater of: (a) 20% of the management fee the Franchisee is paid for managing Units or (b) $75 per Association plus an initial $2.50 per Unit setup fee; and (iii) for Keys, presently, the greater of (a) $50 per Key or (b) $200 minimum and $250 onboarding fee. Optional services consist of (i) $85 per hour for out-of-scope training (ii) $10.00 per 1099 recipient and (iii) $300 per month for reconciling the general business accounts. The PMiBOOKS fee is due to the Franchisor on the 1st of each month. Additionally, if at any time PMI determines that your bookkeeping is non-compliant, you will be required to complete further training and assignments deemed necessary to manage your company's bookkeeping. As determined by PMI, may require you to remain on PMiBOOKS for an

additional period of time at the defined cost.

(10) We require you to use our customized software solution ("PMiSOFT") for the Doors and Square Feet you manage. If you do not use PMiSOFT, we can charge you up to $50 per day until you come into compliance. Presently, there is no monthly or per Door fee to use PMiSOFT, but in the future, a monthly or per Door fee may be imposed. There is no one- time PMiSOFT setup fee that is presently charged, but that may change in the future, and there are components to the software that may have additional fees. We reserve the right to change or add Residential and/or Commercial software vendors at any time, which may cause you to incur fees and expenses.

(11) We require you to use our Association management software ("PMiWARE") for the Associations that you manage, if any. The present PMiWARE fee is $35 per Association, and a one-time setup fee of five-hundred dollars ($500), which may increase in the future. For an EPMC that comes to a PMI franchise, and who did not use PMiWARE as part of their EPMC, there is a one-time software set-up fee, which is presently the greater of $500 or based upon the number of Units under management, generally ranging from $3-5 per Unit, and is due to us at the time of purchase. We reserve the right to change or add Association software vendors at any time, which may cause you to incur fees and expenses.

(12) We require you to use our Short-Term Rental management software ("PMiSTR") for the Keys you manage, if any. The fees for PMiSTR may change in the future. Presently, for franchisees new to the STR Pillar there a one-time $500 setup fee along with a monthly per-key fee structure for all franchisees in the STR Pillar that proceeds as follows: $40 per key for up to 5 keys, $35 per key for 6 to 15 keys, $30 per key for 16 to 50 keys, $27 per key for 51 to 100 keys, and $24 per key for more than 100 keys. Once the number of keys reaches a specified range, all keys are billed at that range's rate. For example, a franchise with 7 keys would be billed a one-time $500 setup fee plus $35 per key for all 7 keys, totaling $745. Additionally, optional add-on bundles are available starting at $40 and (ii) a monthly fee of one percent (1%) of the collected gross booking and guest fees. For an EPMC that converts to a PMI franchise, and who did not use PMiSTR as part of their EPMC, the one-time software set-up fee ranges based upon the number of Keys under management, but is generally $250 per Key, and is due to us at the time of purchase. The monthly fees may change in the future. Franchisor reserves the right to charge guests credit card processing fees, service fees, or handling fees, payable to Franchisor. We reserve the right to change or add PMiSTR software vendors at any time, which may cause you to incur fees and expenses.

(13) We require you to use our third-party Preferred Vendor network, contracted by Franchisor to provide services to or on behalf of franchisee, which currently includes referral management services and review, reputation, and lead management ("PMiPrograms"). Presently, a Monthly fee of $99, plus additional charges for extra services as follows: Inbox Additional Units are charged on a tiered basis: 101-200 units at $1.20 each, 201-500 units at $1.15, each, and 1,001 or more units at no additional fee with a $1,100 cap. Other add-ons include additional phone lines beyond the included one at $4 per line, additional minutes beyond the included 250 at 5 cents per minute, additional texts beyond the included 250 at 2.5 cents per text, additional Inbox and Phone seats beyond the included one at $89 per seat, and Maintenance/Work Orders at $50 per month for unlimited Units. We reserve the right to change or add software solutions, vendors, and other services at any time, which may cause you to incur fees and expenses.

(14) If you understate Brokerage Revenue or Gross Revenue by five percent (5.0%) or more, you will be charged an audit fee ("Audit Fee") consisting of: (i) our costs and expenses related to conducting the audit (including, without limitation, travel expenses and reasonable accounting, audit, and legal fees); plus (ii)

a fee equal to fifty percent (50%) of the amount by which Brokerage Revenue or Gross Revenue was understated. In addition, you must pay the Royalties and/or other fees that would have been owed on the understated amount, together with interest on those amounts at the highest applicable legal rate for open account business credit, or if there is no maximum rate, at a rate of not less than five percent (5%) per month, accruing from the date the amount was underreported to Franchisor.

(15) If you wish to transfer your Business ("Transfer") (e.g., sell, assign, pledge, or mortgage any part of the Business, including but not limited to Doors, Units, Keys, Square Feet, or any assets of the Business) you must pay us a fee of $12,000 ("Transfer Fee"). This Transfer Fee is to defray expenses incurred by us in connection with the Transfer, including, without limitation, training of the assignee, accounting fees, credit and other investigation expenses, and evaluation of the assignee and the terms of the Transfer. You and the transferee must also comply with the other conditions for transfer as specified in the Franchise Agreement. You must consult with us prior to any attempt to sell or Transfer, and we must approve all Transfers in writing.

(16) If you qualify to extend your rights to operate your Business beyond the initial term of your Franchise Agreement ("Initial Term") and you elect to do so, we charge a "Renewal Franchise Fee" (See Franchise Agreement, Section 4). You will be required to enter into a new franchise agreement ("Renewal Franchise Agreement") which may contain materially different terms than your original Franchise Agreement, and the boundaries of your Territory may change. However, the Royalties and fees charged under the Renewal Franchise Agreement shall not be any more than those charged to new franchisees who enter into a franchise agreement at that time.

(17) If not received in our offices on or before the due date, all sums to be paid under the Franchise Agreement, or reports, filings, and statements to be provided to us under the Franchise Agreement, shall be assessed a late fee, which is presently $50 per day, plus the highest applicable legal interest rate for open account business credit, or if no maximum rate applies, not less than the rate of 5% per month, until received or paid in full ("Late Fee(s)"). If any payments you make to us are denied or returned for non-sufficient funds, we will pass on to you any fees we incur from each denial or return.

(18) You are required to obtain and maintain insurance coverage, as further described in Item 8. An estimate will be dependent upon the size of your brokerage, number of independent sales associates, and your coverage history. The insurance deposits and premiums may vary by state, and depending upon your Franchise, may be higher or lower than this range. You may have additional costs as a result of the size of your Franchise or number of Offices, the types of coverage and policies you carry, your claim history, or if you elect to purchase more than the minimum coverage limits required under the Franchise Agreement (See Section 16 of the Franchise Agreement).

(19) We may provide additional training and education outside of the normal scope of our normal training and education ("Extraordinary Training"), should it be requested by you. You will bear all costs associated with such training, including our costs and any fees that we charge to provide such services. We currently charge $600.00 per day for any additional Extraordinary Training held at our corporate offices in Salt Lake County/Utah County and a minimum of $800.00 per day, plus travel reimbursement, for Extraordinary Training held at your Business location. If, due to circumstances outside of your control, you are not able to attend the Extraordinary Training, and no costs were incurred by us, the training fee is refundable. If costs were incurred by us, the amount refunded would be less than the fees incurred.

(20) If you are not in compliance with state and local laws related to Customer (as that term is defined in

the Franchise Agreement) trust accounts, or if you otherwise request for us to do so, we, at our sole election, may reconcile your trust accounts for a monthly fee, which is presently $5.00 per Door, but may increase in the future.

(21) You must be in full compliance with our quality measures in Section 8.1 of the Franchise Agreement, within 180 days of the effective date of your Franchise Agreement. You will be charged a fee for each day beyond 180 that you remain out of compliance, which fee is presently $25.00 per day.

(22) **If mandated by your state, you must either obtain your broker's license or secure a broker to represent you. The fees payable to the broker will vary and can range from $0 to 30% of the leasing commission.**

(23) PMI systems and processes are managed through PMiWorkFlow. You will start with one license, at the current rate, which is presently an annual fee of $270, billed monthly in the amount of $22.50.

(24) Phone service will be provided via VOIP (Voice Over Internet Protocol) by our mandatory supplier. We will own the number or numbers you are permitted to use, and we reserve the right to eliminate service or to redirect calls at any time upon your failure to cure any default we advise you of in writing. You may not have or use any other number associated with your Franchised Business without our express written permission, which we have the right to grant or deny for any reason.

(25) You will be required to use our approved accounting software and add PMI as an approved accounting firm or administrator. Currently, we are using QuickBooks Online. This software and fees could change.

## ITEM 7: ESTIMATED INITIAL INVESTMENT

## YOUR ESTIMATED INITIAL INVESTMENT PER PILLAR

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| Type of Expenditure | Minimum Amount to Maximum Amount | Method of Payment | When Due | To Whom Payment Is to Be Made |
|---|---|---|---|---|
| Franchise Fee (See Note (1)) | $59,900 to $90,000 | Wire, cashier's check, or EFT | Upon Effective Date of Franchise Agreement. | PMI |
| Rent (See Note (2)) | $0 to $2,000 | Required Payment Method | Monthly, as incurred. | Your landlord |
| Rental improvements | $0 to $2,500 | Required Payment Method | As incurred. | Vendors and/or landlord |
| Deposits | $0 to $2,500 | Required Payment Method | As incurred. | Utilities and/or landlord |
| PMI Certification Program, (See Notes (3), (4) and (5)) | $1,000 per Attendee | Credit card or EFT, as required | As incurred. | PMI |
| Equipment and Business Supplies (See Notes (6)) | $500 to $3,000 | Required Payment Method | As incurred, before opening for business. | Vendors |
| Computer hardware and software (as required) (See Notes (6)) | $675 to $2,975 | Required Payment Method | As incurred; Once assessed, our software fees are payable monthly, due on the 1st of each calendar month. | Vendors and PMI |
| Prepaid Marketing Deposit | $24,000 | Wire, Cashier's Check, or EFT | Upon Effective Date of Franchise Agreement. | PMI |

| | | | | |
|---|---|---|---|---|
| Insurance (See Note (8)) | $2,000 to $5,000 | Required Payment Method | Annually (or divided into monthly premium payments) as incurred. | Insurance carrier |
| Professional services (See Note (9)) | $0 to $2,000 | Required Payment Method | As incurred. | Attorneys, brokers, accountants, and other professionals |
| VOIP Telephone Equipment (3 months not including FCC fees and taxes) (See Note (13)) | $300 to $500 | Required Payment Method | As incurred. | Vendor |
| Additional funds for period of 3 months (All Pillars) (See Note (12)) | $3,864 to $25,000 | Cash or credit | As needed. | Various |
| Initial Trust Account deposit for Short-Term Rental operations (See Note (11)) | $500 to $1,000 | Required Payment Method | When a bank account is set up for Short-Term Rental, a deposit is required to absorb initial fees (merchant account fees, bank fees, etc.). | Vendor |
| Existing Property Management Company (EPMC) (See Note (10)) | $0 - $5,000 | Required Payment Method | Upon Effective Date of Franchise Agreement. | PMI |
| **Total** | $92,738 to $166,475 | | | |

[See NOTES for Item 7 on following pages]

**NOTES (Item 7):**

(1) The Franchise Fee is for a specific, non-exclusive geographic territory and depends upon the type of franchise you purchase (See Item 5). The Franchise Fee is earned upon payment and is non-refundable. The Territory will be determined by certain population and growth calculations, county lines, geographic, physical, and other boundaries before the Franchise Agreement is signed.

(2) You are required to have a physical address, approved in writing by Franchisor, located within your Territory from which to operate the Business, whether a professional office or a home office owned by you (your "Office"). The stated monthly fee you pay, if any, to lease such space ("Rent") is only an estimate and will vary depending upon the market in your location, availability of space, and other factors. Rent is likely non-refundable. As part of leasing Office space, you may spend the stated amount, or more, for rental improvements, such as putting in new carpet or painting walls. As part of your lease requirements, you will also likely be required to pay deposits for the Office space and deposits for utilities and suppliers. The numbers provided are only estimates and will vary according to different locations and market conditions.

(3) You are required to receive full education on each property management industry sector ("Pillars"), prior to being eligible to offer such Pillars as part of your Business. Unless you are an EPMC that is already providing property management services in more than one Pillar, before or on the date of signing your Franchise Agreement, you must request and be approved for your preferred initial property management industry Pillar (e.g. Residential) ("Primary Pillar"). You must then complete the PMI Certification Program. Thereafter, if you wish to provide property management services in an industry sector other than your Primary Pillar (each, an "Additional Pillar"), you must meet the following criteria: (i) we must determine, in our sole discretion, that you are properly trained and successfully providing services in your Primary Pillar; (ii) you must be in full compliance with your Franchise Agreement, including all monies owed to us; (iii) you must pay a fee of five-thousand dollars ($5,000) ("Additional Pillar Fee"), for each Additional Pillar; and (iv) you must successfully complete PMI Certification for each Additional Pillar (collectively, "Additional Pillar Requirements"). If you are an EPMC that is already providing property management services in multiple Pillars, you will be allowed to continue providing your existing Pillars without the Additional Pillar Requirements. However, following entering into the Franchise Agreement, should you add an Additional Pillar, you must meet the Additional Pillar Requirements.

(4) Before opening your Business, your Operating Principal must complete our Green Light Program (the "**Green Light Program**") for your initial Primary Pillar.

(5) After completing the Green Light Program, your Operating Principal (and up to one other person of your choosing) must participate in our launch program ("**Launch**"). Launch will begin the week immediately following the Opening Date. Launch is a task-based implementation program helping Franchisees take advantage of and participate in our System, and you are required to participate in Launch, which is a twelve-week program. Contemporaneous with Launch the Operating Principal will participate in Workshop (**"Workshop"**) at our headquarters in Utah for approximately 5 days. We do not charge a fee for your Operating Principal and up to one other person of your choosing to attend Workshop; however, any additional participants must pay $1,000 per person. Additionally, you will be responsible for the compensation, travel, lodging, and living expenses incurred in connection with attending Workshop. (See Item 11.)

(6) This includes a computer, smartphone, mobile phone service, copier/scanner/fax/printer shredder, software, phone system, locking filing cabinet(s), internet service (*e.g.* Cable, Wi-Fi), various business supplies (*e.g.* business cards, corporate letterhead, envelopes, marketing materials, promotional items, etc.), and all other necessary office equipment. This amount will vary depending on whether you already have these items. We have no specifications for the computer, except that your computer must have the ability to operate the latest personal computer operating system, as well as operate the required Franchisor Software (defined below). (See Item 11.) Any fees or costs for equipment and supplies are likely non-refundable.

(7) This is the estimated amount that you will spend on Local Advertising, over a period of three months, following the opening of your Business. This estimate also includes funds spent toward advertising efforts such as your own lead generation campaigns, local advertising and marketing, social media, pay-per-click, pay-per-quote, as well as direct marketing. The estimate also takes into consideration the Local Advertising Quota of $2,000 for your Primary Pillar, and $1,000 per month for each Additional Pillar, which obligation begins on the earlier of (i) the first calendar day of the month following your completion of the Green Light Program or (ii) 180 days after the Effective Date of the Franchise Agreement. Advertising fees are non-refundable.

(8) You must purchase and maintain the following types and minimum amounts of insurance for the full Initial Term of the Franchise Agreement:

a. "All risk" (special form) property insurance coverage for all assets of the franchised business;

b. Cyber liability insurance with one-million dollar ($1,000,000) limit requirement;

c. Comprehensive general liability insurance, including contractual liability, with a minimum liability coverage of $1,000,000 per occurrence and $2,000,000 aggregate;

d. Workers' compensation insurance and employer liability coverage with a minimum limit of $1,000,000;

e. Errors and omissions insurance (E&O) professional liability insurance with a minimum limit of one-million dollars ($1,000,000) per occurrence.

f. Automobile liability insurance of at least $1,000,000 per occurrence that includes hire/non-owned liability. Insurance costs may be refundable for any unused portions.

(9) You may need to employ an attorney, an accountant, and other consultants as needed to assist you in establishing your Business. These fees may vary from location to location depending upon the prevailing rate of attorneys, accountants, and consultants' fees. These fees are likely non-refundable.

(10) There is a one-time conversion and integration fee for an EPMC ("EPMC Conversion Fee") associated with onboarding an EPMC's Doors, Units, or Keys into PMI systems. The EPMC Conversion Fee covers data transfer, system integration, and project management associated with onboarding the EPMC's portfolio. The present base EPMC Conversion Fee is $5,000, with additional fees that may apply based on the number of properties, doors, units, keys, or the complexity of the conversion. This fee may

apply to Residential, Short-Term Rental, Association, Commercial, and Multifamily portfolios. These fees may change in the future. All EPMC Conversion Fees are non-refundable.

(11) If you are doing Short-Term Rental management, an initial bank deposit is required to absorb initial fees, such as merchant account fees, bank fees, etc.

(12) The estimate of additional funds for the initial phase of your Business is based on recurring expenses and operating expenses for the first three (3) months of operation. The estimate of additional funds does not include an owner's salary, draw, or staff wages. The additional funds required is based on the anticipated expenses needed for 3 months, including the ongoing expenses listed in Item 6 and 7. These funds are also based on the experience of current franchisees and our Approved Vendor programs.

(13) Phone equipment must be purchased from our required vendor. These estimates include the cost of required equipment and initial activation fees. You will also be required to pay a monthly service fee for each phone connected to the system.

## ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

**Approved Suppliers and Vendors**

You will be required to purchase and maintain an inventory of Business Supplies from the PMiStore.

We designate Approved Vendors of products and services that you may use in your Business. The list of Approved Vendors is published in PMiWAY, which is also our Operations Manual ("PMiWAY" or "Operations Manual") and is subject to change. Many of these Approved Vendors have agreed or will in the future agree to pay rebates, commissions, referral fees, or other forms of compensation or incentives to us. This compensation is paid by some Approved Vendors in consideration for the higher business volume that our System brings or may bring to them. Approved Vendors may include software companies, banks, lending institutions, insurance companies, other franchisors, contractors, bookkeepers, and other companies that we designate.

In fiscal year 2025, we received $10,685,294 in revenue from purchases of products and services by franchises. This represents 54.6% of our total revenue of $19,579,131. Our Affiliates do not sell or lease products and services to franchisees.

There is one Approved Vendors in which our officers or Affiliates own an interest which is PMiSoft. There are no other Approved Vendors in which any officers or Affiliates own an interest and no Affiliates which are Approved Vendors.

You must adhere to the standards and specifications established by us with respect to brand standards, office procedures, advertising materials, supplies, and other items used in the operation of the Business, which are disclosed in PMiWAY ("**PMiWAY**") and other written materials, including information posted on Franchisor's website and information sent to or accessed by Franchisee in print or electronic form, manuals, written procedures, memoranda, and their supplements loaned to Franchisee by Franchisor ("**Materials**").

You may wish to introduce us to a potential supplier or vendor who wants to supply goods or services to us. No compensation or fees will be paid to the referring franchisee. You must obtain approval for a proposed supplier by submitting to us a written request identifying the company and supplying us with a sample of the proposed services and products. We will notify you of our approval or disapproval within 15 business days after we receive all of the information which we may request from you or the proposed supplier/vendor. If we do not respond in writing within the 15-day period, the proposed vendor will be deemed to be not approved. There are no other written criteria for approving a vendor or supplier.

You must also purchase computer hardware and software from suppliers that meet our standards and specifications or obtain our written approval to purchase other equipment. We will respond to requests for approval to purchase other equipment within 30 days from the date the request is received. If we do not respond in writing within the 30-day period, the proposed equipment will be deemed to be not approved.

You must utilize our Digital Essentials Package (See Item 11). The current cost of the Digital Essentials Package is $729 per month for your Primary Pillar, and $250 per month for each Additional Pillar thereafter, but may increase in the future.

You must use PMiSOFT (for Residential Doors or Commercial Square Feet) which is provided at no extra

charge. You must purchase PMiSTR (for Short-Term Rentals). You must also purchase from us PMiWARE (for Association Units that you manage), at the price per Association, per Unit provided in Item 6, Note (7). To use PMiWARE we require the Associations you manage to use a financial institution chosen by us. You must purchase PMiPrograms, at the monthly fixed rate provided in Item 6, Note (9). Additionally, you must purchase PMiWorkFlow, at the price indicated in Item 6, Note (22). We will derive revenue as a result of your payments for PMiWARE, PMiSTR, PMiPrograms, and PMiWorkFlow.

You must obtain the insurance coverage required by the Franchise Agreement from a carrier with a rating of at least A-minus and ensure that PMI is additional named insured. The required coverage currently includes: (i) "all risk" (special form) property insurance coverage for assets of the franchised Business; (ii) cyber liability insurance with a one-million dollar ($1,000,000) limit requirement; (iii) comprehensive general liability insurance, which should include contractual liability, with a minimum liability coverage of $1,000,000 per occurrence and $2,000,000 aggregate; (iv) workers' compensation insurance and employer liability coverage with a minimum limit of $1,000,000; (v) errors and omissions insurance (E&O) professional liability insurance with a minimum aggregate limit of $1,000,000; (vi) automobile liability insurance of at least $1,000,000 that includes hire/non-owned liability. The required coverage is subject to change and may be revised from time to time and updated in the Franchisor's PMiWAY or otherwise in writing. Your insurance policies must name us and our officers, directors, partners, employees, agents, and Affiliates as additional insured, and contain a provision prohibiting cancellation without at least 30 days' prior written notice to us. You must furnish us a Certificate of Insurance evidencing such coverage prior to opening your Business, and thereafter, at least 30 days prior to the expiration of any such policy or policies. If proof of insurance is not received timely, Franchisee will be assessed a non-compliance fee, currently $25 per day, until the required proof is provided and accepted.

You may also wish to provide products and services not previously offered by us. You must obtain approval for any potential product or service you wish to offer by submitting to us a written request identifying the product or service and the manner and method by which you plan to deliver it to the Customer. We will notify you of our written approval or disapproval within 15 days after we receive all the requested information. If we do not respond within the 15-day period, the proposed product or service will be deemed not approved. There are no other written criteria for approving a service, vendor, or supplier.

We reserve the right to derive revenue from other sources. We may charge a service and handling fee, in addition to a reasonable profit, for all materials required to be purchased by you from us.

We do not provide or withhold material benefits (including renewal rights or the right to open additional Businesses) based on whether you purchase through the Approved Vendors. However, purchases of unapproved products/services, the use of unapproved vendors, or supplying to Customers unapproved products/services may be a violation of the Franchise Agreement, and you could be terminated as a result. If you receive approval, you will not be considered in violation of the Franchise Agreement.

We may modify, add to, or change any specification and requirement as to any goods, service, supplies, Franchisor Software, technology, or the like, at any time, on a regional or national basis, by amendment to the Manual, Materials, or by written notice to you. Once you are notified, you must make the change that is specified. All such changes will be effective when notice is received by you. We may also add and remove Approved Vendors at any time. These changes could require you to pay additional one-time, monthly, or transactional fees. We estimate that the costs of purchases and of leases of goods and services from approved and designated suppliers are between 10% and 25% of your initial costs, and between 10%

and 25% of your ongoing expenses.

## 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 Agreement | Disclosure Document Item |
|---|---|---|
| (a) Site selection and acquisition/lease | 2.3 | Item 7 and Item 11 |
| (b) Site development and other pre-opening requirements | 2.3, 2.5, 2.7 | Item 6, Item 7, Item 8, and Item 11 |
| (c) Initial and ongoing training | 7 | Item 11 |
| (d) Opening | 2.1 | Item 11 |
| (e) Fees | 2.4, 3 | Item 5, Item 6, and Item 7 |
| (f) Compliance with standards and policies/operating manual | 5, 8 | Item 11 and Item 15 |
| (g) Trademarks and proprietary information | 6 | Item 13 and Item 14 |
| (h) Restrictions on products/services offered | 8.3 | Item 8 and Item 16 |
| (i) Warranty and customer service requirements | 8.3 | Item 15 |
| (j) On-going product/service purchases | 3, 8.3 | Item 6, Item 8, and Item 11 |
| (k) Maintenance, appearance, and remodeling requirements | 2.3 | Item 7 and Item 11 |
| (l) Insurance | 16 | Item 6, Item 7, and Item 8 |

| | | |
|---|---|---|
| (m) Advertising | 3.3 | Item 6, Item 7, and Item 11 |
| (n) Indemnification | 13 | Item 6, Note (15) |
| (o) Owner's participation/management/staffing | 1.6.2, 8.3 | Item 15 |
| (p) Records/reports | 3.4, 8 | Item 6, Note (20) |
| (q) Inspections and audits | 8.2 | Item 6 |
| (r) Transfer | 9 | Item 17 |
| (s) Renewal | 4.1, 4.2 | Item 17 |
| (t) Post-termination obligations | 11 | Item 17 |
| (u) Non-competition covenants | 14 | Item 17 |
| (v) Dispute resolution | 15 | Item 17 |
| (w) One-year limitation of action | 10.5 | Item 17 |
| (x) Waiver of jury right and of certain claims | 10.5 | Item 17 |

## ITEM 10: FINANCING

Neither we nor any related company is obligated to provide you with any financing. We or a related company, however, have the right to offer you financing to assist with conversion costs or growth opportunities. This financing will be based on several factors, including without limitation your financial need, credit history, ability to repay, net worth, your business operations (including history of growing your business), and your stability, as well as our need for the development of your market area. Depending upon these factors, we may offer you financing up to an amount equal to a percentage of the fees we expect to receive from your operations. We have the right to require you to furnish us with financial statements, tax returns, and other documents. The terms of any financing, including the amount, the term of repayment, the amount of principal to be repaid, the amount of interest to be paid (where applicable), the security, and other relevant terms are subject to negotiation between the parties as described below. We or a related company primarily offer two types of financing. Unless noted below, the financing will be in the form of promissory notes ("**Notes**") as set forth in the table below:

| Finance Type | Promissory Note |
|---|---|
| Amount Financed | Varies |
| Down Payment | Varies |
| Term | Varies |
| Finance Charges | Varies |
| Payment Term | Varies with lump sum payment on Maturity Date |
| Prepayment Penalty | None |
| Security Required [1] | Personal guaranty by all persons with any equity interest in the franchisee |
| Liability Upon Default [2] | Unpaid Loan, Loss of Franchise; acceleration of payments and other remedies available to us under the terms of the Note and the Franchise Agreement |
| Loss of Rights on Default | Waive various notice rights and defenses; confess judgment |

[1] All Notes must be guaranteed by the Franchisee as well as personally guaranteed by all shareholders, partners, and interest holders and their respective spouses, as required by us. You must sign a security agreement for all the Franchises' assets, including after acquired property. We have the right to require additional forms of security e.g. UCC-1 filing on your business.

[2] For all Notes, the payments are non-refundable. If you are in default under any Note (which includes

without limitation defaults under your Franchise Agreements or other agreements with us and our related companies) or your Franchise Agreement is otherwise terminated for any reason while any Note is outstanding, all principal and accrued interest payments are accelerated, and you are obligated to pay immediately the entire amount due as well as any collection costs that may be incurred, including court costs and attorneys' fees. Your failure to pay all amounts when due under any Note may constitute: (i) a default under the Franchise Agreement that may lead to termination of the Franchise Agreement; and (ii) a default under other agreements with us or our related companies. Under every Note, you waive various notices, rights, and defenses, including your rights to diligence, demand, presentment for payment, notice of nonpayment and protest, and notice of amendments or modifications. You also waive any defense under the statute of limitations and allow that a confessed judgment may be taken against 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 Business**

1. You will be assigned a Territory. (Franchise Agreement, Section 2). We will provide you with a username and password that grants access to PMiWAY, which will allow you to access the Software, forms, contracts, marketing tools, and procedures to run the Business; (Franchise Agreement, Section 5). We will provide you with a custom website linked to a Territory-specific URL (that is purchased and owned by Franchisor) and provide information which will allow you to generate email addresses connected to the Territory-specific URL, for your employees and agents, as needed (Franchise Agreement, Section 5).

2. We will provide you with a Territory-specific PMI logo (Franchise Agreement, Section 5).

3. We will provide you with training for your Primary and Additional Pillars (Franchise Agreement, Sections 5 and 7). We do not charge a fee for the Franchisee's Principal Operator and up to one other person of your choosing to participate in the training for the Initial Pillar. The training will take place remotely, via telephone, webinars, web-based tools, and instructional videos and tutorials. You will participate from your Office or other location of your choosing and we will participate from our corporate headquarters. Training occurs over a 90 – 180-day period. The number of hours required for training may vary, depending on your business experience, real estate and property management experience, licenses held, and existing business structure. The training for your initial Primary Pillar must be completed within 180 days of signing the Franchise Agreement (Franchise Agreement, Section 7).

4. We will provide you with access to PMiWAY, defined as the Operations Manual, and provide to you or provide you with access to the Materials that you will need to operate your Business (Franchise Agreement, Section 5). The Materials and PMiWAY are confidential and remain our property. We may from time to time modify PMiWAY and Materials, but the modifications will not alter your status and rights under the Franchise Agreement (Franchise Agreement, Section 5). We will provide you with a list of Approved Vendors that you can utilize to purchase equipment, infrastructure, supplies, goods, and services required to operate the Business (Franchise Agreement, Section 5).

5. We will add your information to our internet site and will customize other promotional material on our site for your use (Franchise Agreement, Section 5).

6. We will provide you with, for the then-current fee, certain software solutions, including our software, as required and as elected by Franchisee (Franchise Agreement, Sections 3 and 5).

7. We will provide you with access to the PMiSTORE (Franchise Agreement, Section 5).

8. We may hire, employ, and consult with agents, advisors, and consultants ("**Advisors**") in the management of our operations and franchising endeavors, without disclosing such to you or to third parties. It is the responsibility of the Franchisee to establish prices at which the Franchisee elects to sell products and offer services.

**Continuing Assistance**

During the operation of your Business and if you are in compliance with the Franchise Agreement:

1. We will provide continual updates and information to you through PMiWAY (Franchise Agreement, Section 5).

2. We will provide you with certain software solutions, including our software, for the then-current fee, as required and as elected by Franchisee (Franchise Agreement, Sections 3 and 5).

3. We may provide you with leads that originate in your Territory and which we obtain through our website or through National Accounts (Franchise Agreement, Section 5). There is no guarantee that any leads will be generated, or if generated, will be within your Territory.

4. Following the training for your Primary Pillar and Additional Pillars, we will provide you with additional education programs and ongoing assistance. (Franchise Agreement, Section 7.) Such additional education includes your mandatory participation in Workshop, and Launch, for your Primary Pillar and Additional Pillars. You will be required to pay your costs, including travel expenses, for attendance at Workshop, and any costs associated with your participation in Launch. We will provide supplementary on-going education, seminars, webinars, Refresher Courses (as defined herein), instructional videos, and tutorials during the term of the Franchise Agreement. Some of these will require mandatory attendance, may include fees, and you may be required to pay your costs, including travel expenses, for attendance (Franchise Agreement, Section 7). We will give you at least sixty (60) days' notice of any Refresher Courses that are mandatory. If you wish to add an additional Pillar to your Business and are eligible to do so, including paying the Additional Pillar Fee, we will provide you with additional training, as applicable.

5. We may hold an annual convention ("**Annual Summit**") which, if held, **will require you to attend.** The Annual Summit will provide updated policies and procedures, new initiatives, break-out seminars, and recognition of new and outstanding franchisees (Franchise Agreement, Section 7). **Should you fail to attend the Annual Summit, you agree to pay the registration fee for one attendee at the standard rate.**

6. If requested by you, and if approved by us, we will provide Extraordinary Training at a location determined by us. You will pay for the travel, room,

board, and the then-published daily fee for such services plus our expenses, if any (Franchise Agreement, Section 7). Currently, the fees range from $600-800 per day. If, due to circumstances outside of your control, you cannot attend the Extraordinary Training, and no costs were incurred by us, the training fee is refundable. If costs were incurred by us, the amount refunded would be less than the fees incurred.

7. We will provide updates to the Operations Manual, Materials, System, and Marks, at a frequency which we shall determine (Franchise Agreement, Section 5).

8. We will provide you certain promotional and advertising materials developed by us (Franchise Agreement, Section 5) and we will review all promotional and advertising materials that you wish to use which are not developed by us. Such promotional and advertising materials not developed by us must follow our most recent PMI Brand Guidelines, which will be supplied to you through PMiWAY. Prior to the use of promotional and advertising materials not developed by us, you must submit your proposed advertising/marketing to us no less than 15 calendar days before its insertion into any medium. If you do not receive written notice within 15 calendar days, it is deemed not approved (Franchise Agreement, Section 3).

9. We will provide you, for the then-current fees, bookkeeping services through PMiBOOKS until the Franchisee has completed all training and assignments deemed necessary for the Franchisee to demonstrate the ability to manage its bookkeeping, which is judged by PMI in its sole and absolute discretion. Franchisee can continue to utilize PMiBOOKS thereafter, if Franchisee continues to subscribe (as approved by Franchisor). Additionally, after coming off of PMiBOOKS, if at any time, PMI discovers that your bookkeeping is non-compliant, for a fee, you will be required to complete further training and assignments deemed necessary for you to properly manage your company's bookkeeping, judged by PMI in its sole and absolute discretion, and remain on PMiBOOKS for an additional period of time until you are deemed competent to properly manage your company's bookkeeping, determined solely by PMI (Franchise Agreement, Section 3, Section 5).

10. We will provide you, for the then-current fee, property management software through PMiSOFT, PMiWARE, and PMiSTR (Franchise Agreement, Section 3, Section 5).

Our System, including software solutions for property management, lead management, reputation management, and accounting services require you to use online training seminars, webinars, and instructional videos. Our System requires you to spend the required amount of time to be trained to efficiently use these services and software applications.

Our System has specific training requirements which are mandatory and must be completed for your Primary Pillar, prior to opening your Business. These training requirements are often a necessity for

meeting insurance underwriting requirements and are required to comply with our standards. The training will help prepare you for industry work as well as promoting efficient business operations. It is your responsibility to complete all training requirements, as specified in the Franchise Agreement, this Disclosure Document, and PMiWAY (Franchise Agreement, Section 7).

For each Pillar, we will determine whether each of your trainees has satisfactorily completed the training. If you, your Principal Operator, or any other person you have designated to attend the training, fails to satisfactorily complete the program, or if we determine that these persons cannot satisfactorily complete the program, or if a Principal Operator ceases to hold his or her position at your Business, you must designate a replacement to promptly attend and satisfactorily complete the training, at your expense. You are responsible for all expenses incurred by you or your personnel who participate in the training (Franchise Agreement, Section 7).

The training provided shall include all areas and levels of training that we determine necessary for your Principal Operator to be able to operate the Business, in the applicable Pillars, in accordance with the standards required by the Franchise Agreement and the Manual (Franchise Agreement, Section 7). From time-to-time persons who are active in the operations and administrative side of our business, as well as support staff, Advisors, and consultants may participate in the training. In addition, we also expect to draw upon the experience of management and vendors.

We conduct training after the execution of your Franchise Agreement at a mutually agreeable time, but no later than Opening Deadline. A sample itinerary for the training is outlined in the table below.

We provide you with the names of approved suppliers for signs and supplies through the Manual. We do not provide or deliver these items directly. Specifications for these items may be found in the Manual.

## Greenlight Program

| Subject | Hours of Classroom Training | Hours On-the-Job Training | Location |
|---|---|---|---|
| Licensing and Legal readiness | 2 | 0 | Remotely |
| System Onboarding | 2 | 0 | Remotely |
| General and Pillar Training | 3 | 0 | Remotely |
| DBA Selection | 1 | 0 | Remotely |
| Branding Setup | 1 | 0 | Remotely |
| State and Local Licensing | 2 | 0 | Remotely |
| Entity Setup | 2 | 0 | Remotely |
| Insurance | 2 | 0 | Remotely |
| Business Plan | 2 | 0 | Remotely |
| Marketing Setup | 2 | 0 | Remotely |

## Launch Program

| Subject | Hours of Classroom Training | Hours On-the-Job Training | Location |
|---|---|---|---|
| Sales Process | 12 | 12 | Remotely/PMI |
| PMI Systems | 12 | 12 | Remotely/PMI |
| Business Ownership | 16 | 16 | Remotely/PMI |
| Contract Closing | 10 | 10 | Remotely/PMI |
| Bookkeeping | 16 | 16 | Remotely/PMI |
| Finance | 16 | 16 | Remotely/PMI |
| Marketing | 16 | 16 | Remotely/PMI |
| Acquisition | 12 | 12 | Remotely/PMI |

Jeremiah Cundiff, Marianne Heder, and Blake Sanford are our principal Franchisee Trainers. Mr. Cundiff has been in the property management and franchise industry for over 15 years and has 9 years of training experience; Mrs. Marianne Heder has been in the property management industry for 21 years and has 33 years of training experience; Mr. Blake Sanford has been in the property management industry for 7 years and has 8 years of training experience.

## Continuing Education

Following Franchisee completion of the above training, we require your Principal Operator and up to one other person of your choosing to participate in and successfully complete Workshop for your Primary Pillar. Workshop is held at our corporate office, and for your Primary Pillar, is approximately 5 days. We do not charge a fee for up to two attendees at Workshop for the Initial Pillar; additional attendees must pay a fee of $1,000 per person, and you are responsible for all expenses incurred by you or your personnel who attend Workshop including, but not limited to, the cost of travel, lodging, meals, and wages (Franchise Agreement, Section 7). A sample itinerary for Primary Pillar Workshop is outlined in the table below, but note that for Pillar- specific training, franchisees only participate in their designated Pillar training.

## WORKSHOP

| Subject: General | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| Your PMI Journey – Resources/Entrepreneurship | 3 | 0 | Lehi, Utah |
| Marketing Overview – Lead Generation | 1 | 0 | Lehi, Utah |
| Social Media/CRM/Reputation Management | 3 | 0 | Lehi, Utah |
| Referral & Networking Skills | 1 | 0 | Lehi, Utah |
| PMI Sales Method – General Sales Training | 4 | 0 | Lehi, Utah |
| PMI Brokerage Model | 2.5 | 0 | Lehi, Utah |
| Growth through Acquisitions | 1 | 0 | Lehi, Utah |

| Subject: Short Term Track | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| Q&A Hospitality Experience | 1 | 0 | Lehi, Utah |
| PMI Sales Method – STR Sales Process | 2 | 0 | Lehi, Utah |
| Plan for Success – Lead Generation | 2.5 | 0 | Lehi, Utah |
| Understanding and Using Market Data | 1 | 0 | Lehi, Utah |
| Rental Performance Analysis | 1 | 0 | Lehi, Utah |
| Networking with Real Estate Agents | 1 | 0 | Lehi, Utah |
| STR Bookkeeping | 1 | 0 | Lehi, Utah |
| Operations – Back of the House Management | 2 | 0 | Lehi, Utah |
| Onboarding a Key | 1.5 | 0 | Lehi, Utah |
| Property Tour and Onboarding Training | 5 | 0 | Lehi, Utah |

| Subject: Residential & Commercial Track | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| Who Am I? – Franchisee Presentations | 1 | 0 | Lehi, Utah |
| Running the Gauntlet/Terms/Common Questions | 2 | 0 | Lehi, Utah |
| Residential Management Agreement Training | 2 | 0 | Lehi, Utah |
| Inspection Software Orientation | 1 | 0 | Lehi, Utah |
| Property Tour/Move-out Evaluation | 3.5 | 0 | Lehi, Utah |
| Commercial Management Overview | 1 | 0 | Lehi, Utah |
| Multi-Family Overview | 1 | 0 | Lehi, Utah |
| Property Management Software Set-Up/Onboarding/Marketing | 1 | 0 | Lehi, Utah |
| Residential Lease | 2 | 0 | Lehi, Utah |
| PMI Sales Method – Residential Sales Process | 3.5 | 0 | Lehi, Utah |

| Subject: Association Track | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| Intro to the Association Pillar, Business Plan, Vision Casting | 2 | 0 | Lehi, Utah |
| Proforma Review – Understanding Your Numbers | 1 | 0 | Lehi, Utah |
| Launch Program Review | 1 | 0 | Lehi, Utah |
| Lead Generation/Referral & Networking | 1 | 0 | Lehi, Utah |
| PMI Sales Method – Association Pillar Sales Process | 3 | 0 | Lehi, Utah |
| Understanding Collections/ Collections Vendor | 2 | 0 | Lehi, Utah |
| Law Discussion/ Fiduciary Responsibilities | 1 | 0 | Lehi, Utah |
| Financial Management | 1 | 0 | Lehi, Utah |
| A Day in the Life of a CAM | 2 | 0 | Lehi, Utah |
| Overview of Pillar Technology/ Software Tour | 3 | 0 | Lehi, Utah |
| Onboarding a New Community | 1 | 0 | Lehi, Utah |

From time to time, we may provide what we call "**Refresher Courses**." Refresher Courses may be held online, by webinar, conference call, or in-person. If held only by webinar or conference call, Refresher Courses will not be longer than two hours. If Refresher Courses are held in-person, they will be held at a time and location we choose (in the continental United States), (ii) will not be longer than three (3) days, and (iii) attendance will not be required more than once a year. (Franchise Agreement, Section 7.) Refresher Courses will cover subjects similar to other previous training topics; which topics may have been updated from the time you attended. Some Refresher Courses require a fee. Additionally, you must pay your own travel expenses. You are responsible for all expenses incurred by you or your personnel who attend Refresher Courses and any other education programs, seminars, conventions and webinars,

including, but not limited to, the cost of travel, lodging, meals, and wages (Franchise Agreement, Section 7).

If you request Extraordinary Training, we may, at our option, charge our then-current per hour and per diem fee, plus expenses. You are responsible for all expenses incurred by you or your personnel who participate in Extraordinary Training, including, but not limited to, the cost of travel, lodging, meals, and wages (Franchise Agreement, Section 7).

We may hold an Annual Summit which, if held, will require you to attend. The Annual Summit will provide updated policies and procedures, new initiatives, break-out seminars, and recognition of new and outstanding franchisees. You will be responsible for the payment of all expenses for travel, accommodations, food, and other expenses incurred (Franchise Agreement, Section 7). Should you not attend an Annual Summit, we reserve the right to collect the standard registration fee for one attendee.

## Advertising

### *National Marketing Fund*

We collect National Marketing Fees, which are 2% of your Gross Revenue, on a monthly basis. The National Marketing Fees are due at the same time as the Royalty. The National Marketing Fees are placed into the National Marketing Fund. The advertising account is administered by us at our sole discretion and may be used by us for all advertising expenditures reasonably intended to benefit some or all franchisees, and for the payments to us of costs related to administering the National Marketing Fund such as reasonable salaries, administrative costs, costs allocated to any conferences, travel expenses, and overhead (Franchise Agreement, Section 3).

We assume no other direct or indirect liability or obligation to you with respect to collecting amounts due to the advertising account or with respect to maintaining, directing, or administering the advertising account (Franchise Agreement, Section 3).

Any Businesses owned by us or our Affiliates participate in any national advertising programs on the same basis as franchisee-owned Businesses (Franchise Agreement, Section 3). The National Marketing Fee is used for the creation of various advertising and promotional products. The media in which such advertising may be disseminated is determined by Franchisor. The advertising is produced by us or a regional, national, or international advertising agency. Any amounts not expended in any year may be carried over to and expended in a following year. Other than incidental amounts, we will not use any portion of the National Marketing Fee to solicit new franchisees (Franchise Agreement, Section 3).

Upon your prior written request, we will make available to you, no later than 120 days after the end of each calendar year, an annual unaudited financial statement for the advertising account (Franchise Agreement, Section 3).

We have established a Franchise Leadership Council ("**Council**"). The Council's representatives are selected by the franchisor's leadership and the previous Council, through an annual selection process. The Council serves in a purely advisory capacity on many matters, including advertising. We have the power to change or dissolve the Council at our sole discretion." (Franchise Agreement, Section 3).

We have been contributing to an internal marketing fund to promote the System and Marks. In our last

fiscal year ending December 31, 2025, we spent 24% of our marketing funds on advertising and promotion, and 76% of our marketing funds on lead development and soliciting new franchisees. We provided all of these marketing funds in our last fiscal year.

Franchisees began contributing to the National Marketing Fund on April 1, 2021. In our last fiscal year ending December 31, 2025, 54% was held in reserve, 11% spent on branding, 15% on technology and 20% spent on franchise network marketing support.

**Territory Advertising**

You are required to participate in Territory advertising activities on your own initiative and as directed by Franchisor. You may be required to participate in a local or regional advertising cooperative should one be formed. Any funds spent on local or regional advertising cooperatives will apply towards the Local Advertising Quota. Following completion of our Greenlight Program, you must spend at least $2,000 per month on local advertising for your Primary Pillar, and $1,000 per month for each Additional Pillars ("**Local Advertising Quota**") (Franchise Agreement, Section 3). The Franchisor-directed Territory advertising that you must participate in does not include the cost of our Digital Essentials Package. You may spend any additional amount on Territory advertising and such advertising may take any form (*e.g.* your own lead generation campaigns, local advertising and marketing, social media, pay-per-click, pay-per-quote, as well as direct marketing). We must be allowed to approve all advertising before it is placed, and all advertising and marketing Materials must adhere to our most recent PMI Brand Guidelines, which will be supplied to you through PMiWAY. You must deliver the proposed advertising to us no less than 15 calendar days before its insertion into any medium. If you do not receive written notice within 15 calendar days, it is deemed to not be approved (Franchise Agreement, Section 3).

Prior to the Opening Date you will pay twelve (12) months of your Local Advertising Quota in advance as a prepaid deposit. The prepaid deposit may be used for local branding, advertising, and other marketing activities determined by Franchisor to support the Franchisee's business and the System. Franchisor makes no representation that these funds will be used in any particular manner or amount. The funds are administered, allocated, and controlled by Franchisor in its sole discretion, and Franchisor may, but is not obligated to, consider Franchisee input or the use of approved or designated vendor partners in determining how such funds are used.

The prepaid deposit applies only to the Franchisee's first full year of operation (Year 1). Beginning in Year 2 and thereafter, Franchisee must spend a minimum of $2,000 per month on marketing and advertising, as required, directed, or approved by Franchisor.

You may not have a website that is separate from ours without our express written permission which may be granted or denied for any reason or for no reason at all (Franchise Agreement, Section 5).

You must participate in our Digital Essentials Package at the then-current pricing. The current cost for the Digital Essentials Package is $729 per month for your Primary Pillar, and $250 per month for each Additional Pillar, with such fees payable to us. Upon your request, and at our then-current rate, (presently, an hourly rate of $120 per hour for normal jobs and $160 per hour for rush jobs), we may provide you with custom design services for new advertising and marketing materials as well as customization of existing advertising and marketing materials. These services may include graphic design, video creation, content creation, and development of marketing collateral such as brochures, banners, documents, flyers, advertisements, and other forms of print media, web media, and digital media (Franchise Agreement, Section 3).

You may elect to spend additional funds advertising on social media. Any monies spent on social media advertising count toward your Local Advertising Quota (Franchise Agreement, Section 3). All social media must meet the requirements of our social media policy.

You may not advertise and solicit business outside of your Territory including, without limitation, search engine optimization keywords, direct mail solicitations and advertising which specifies areas outside of your Territory, without our prior written consent. Notwithstanding the foregoing, if you receive a lead from outside of your Territory that is not the result of advertising or solicitation of business by you, you may service that lead. In addition, if any of your existing clients in your Territory require property management services outside of your Territory, you may provide property management services for these clients outside of your Territory (Franchise. Agreement, Section 2), which may include marketing for tenant placement.

We are not required to spend any amount on advertising in your Territory.

**Electronic Equipment**

You will be required to purchase the following equipment in order to operate your Business:

1. A computer from any manufacturer with the ability to operate the latest Windows (or its equivalent) personal computer operating system, as well as all Franchisor Software (Franchise Agreement, Section 2);

2. Designated software solutions, including Franchisor Software (*e.g.* PMiSOFT, PMiWARE, PMiPrograms, PMiSTR, PMiWorkFlow, Accounting Software, etc.) (Franchise Agreement, Section 3);

3. Each of the following: a high-speed printer/copier/fax/scanner, webcam, locking filing cabinet, and paper shredder (Franchise Agreement, Section 2);

4. Cable, Wi-Fi, or T-1 Internet Access (Franchise Agreement, Section 2); and

5. VOIP Telephone Equipment purchased from our required vendor (Franchise Agreement, Section 2); and

6. A smart phone and cellular phone service which allows you to remotely send and receive email and access the Internet (Franchise Agreement, Section 2).

The cost to purchase this hardware and software, if required, could be between $675 and $2,975. (See Item 7.) The annual cost for optional or required maintenance, updating, upgrading, and support likely ranges from $0 to $1,000, including internet service provider fees.

We may have independent access to the information and data generated by you and stored electronically, and we reserve the right to use such information and data in any way we choose, at our discretion, to benefit the System.

**Location Selection**

The location of your Office is selected by you, and we must approve the location in writing before your Opening Date. Approval of the Office location includes but is not limited to the location of the Office address that must present a professional image and must be located in your Territory. If the location of your Office allows you to have signage, the signs must contain only our Marks, unless prohibited by your Territory's state real estate laws. In the event that Franchisor and Franchisee cannot agree upon a site, the Franchise Agreement shall be terminated, and Franchisee's initial fee or deposit will be forfeited by you. We have the right at any time to inspect the Office to ensure that it meets these minimum specifications. If you decide to have a home Office, the home must be owned by you (Franchise Agreement, Section 2). A home Office is permissible until you reach the growth threshold of $8,000 per month or twelve (12) months from the completion of the Green Light Program, whichever occurs first.

**Schedule for Opening**

The typical length of time between signing a Franchise Agreement and opening a PMI Business depends upon full-time or part-time efforts in the day-to-day management of the PMI Business and can be 90 to 180 days. Factors affecting this length of time include financing arrangements, property lease terms, construction, conversion requirements, obtaining licensing, and scheduling and completing the Training Program.

You will be required to open for business on the earlier of (i) your completion of the Green Light Program for your Primary Pillar or (ii) 180 days after the Effective Date of the Franchise Agreement ("**Opening Deadline**"). We may extend the Opening Deadline for a reasonable time (not to exceed 30 days) in the event factors beyond your reasonable control prevent you from meeting the Opening Deadline, if you request in writing an extension of time from us at least thirty (30) days before the expiration of the Opening Deadline (Franchise Agreement, Section 2).

You must secure all necessary business permits and real estate licenses and permits required by state and federal regulations and laws prior to performing any property management services that require such permits and licenses. We have no responsibility or obligation to help you secure required licenses (Franchise Agreement, Section 2). You must also purchase or lease and have installed all the required equipment (Franchise Agreement, Section 2); and obtain and provide evidence of the requisite insurance prior to providing any services (Franchise Agreement, Section 16).

**Operations Manual Table of Contents**

The Table of Contents of our Operations Manual, PMiWAY, is found in Exhibit C to this Disclosure Document. PMiWAY contains approximately 450 pages. The number of pages devoted to each subject is set forth in Exhibit C.

## ITEM 12: TERRITORY

You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Your Territory will usually be delineated by city, county, state, and/or United States Post Office Zip Code boundaries, boundary streets, and/or highways. Once established, the boundaries of the Territory will not be adjusted without our written consent, regardless of whether the population of the Territory increases or decreases over time. Each Territory is individually negotiated and determined. Some of the factors that we will use to determine your Territory are population, economic strength, projected future growth of a geographic area, and the number of existing competitors. Additionally, we may elect to reduce your Territory if you breach your Franchise Agreement (Franchise Agreement, Section 10).

You may only have one Office. You may relocate your Office only within your Territory. Your relocation must be pre-approved by us in writing (Franchise Agreement, Section 2). You must notify us in writing of the physical address of your Office location, including the proposed physical address of any relocation site within your Territory, with at least 10 business days' notice prior to relocating your Office.

You are required to complete the PMI Certification Program prior to being eligible to offer such Pillar as part of your Business. Unless you are an EPMC that is already providing property management services in more than one Pillar, before or on the date of signing your Franchise Agreement, you must request and be approve for your Primary Pillar (e.g. Residential). Thereafter, if you wish to provide property management services in an Additional Pillar, you must meet the Additional Pillar Requirements. If you are an EPMC that is already providing property management services in multiple Pillars, you will be allowed to continue providing your existing Pillars without the Additional Pillar Requirements. If you wish to add an Additional Pillar after signing your Franchise Agreement, you must first meet the Additional Pillar Requirements (Franchise Agreement, Sections 2.4 and 7.1).

You may not open or operate another Business or Office at any other location inside or outside of your Territory unless we approve—and you enter into—another franchise agreement with us. You have no right of first refusal to acquire additional Businesses inside or outside of your Territory (Franchise Agreement, Section 2).

**You may not advertise and solicit business outside of your Territory including, without limitation**, the Internet, search engine optimization key words, direct mail solicitations, and advertising which specifies areas outside of your Territory, without our prior written consent. Notwithstanding the foregoing, if you receive a lead from outside of your Territory that is not the result of advertising or solicitation of business by you, you may service that lead. In addition, if any of your existing clients in your Territory require property management services outside of your Territory, you may provide property management services for these clients outside of your Territory (Franchise Agreement, Section 2), which may include marketing for tenant placement.

You may solicit and purchase an existing portfolio of Doors, Units, Square Feet, and/or Keys ("**Portfolio**") located within your Territory. You cannot manage any acquired Portfolio outside your Territory. If you purchase a Portfolio outside of your Territory, you must, prior to closing on the Portfolio, purchase a franchise in the territory (or territories) where the Portfolio exists (Franchise Agreement Section 2).

**Reservation of Rights**

We reserve the right, among others:

1. to use, and to license others to use, the Marks for the operation of Businesses at any location permitted by the Franchise Agreement;

2. to use, license and franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or at any location, in association with operations that are different than the Business;

3. to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution at any location including within the Territory;

4. to offer services or products, or grant others the right to offer the services or products, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including—without limitation—seminars, workshops, books, publications, conferences, speaking engagements, wholesalers, retail outlets, or other distribution outlets (other than Businesses), or by internet commerce or e-commerce (including software, webinars, or other on-line programs), mail order or otherwise, whether inside or outside the Territory;

5. and to acquire businesses that are the same as or similar to a Business and operate such businesses regardless of where such businesses are located, and to be acquired by any third-party which operates businesses that are the same as or similar to the Business regardless of where such businesses are located (Franchise Agreement, Section 1).

Although we can use alternative channels of distribution within your Territory, such as the Internet, to make sales of goods, items, and services associated with the System and the Marks, or associated with any other system or trademarks, service marks, trade names, logos, and the like, we have not done so as of the date of this Disclosure Document. We reserve the right to do so at any time.

We do not operate or plan to operate any franchise business under a different trademark that will sell goods and services that are the same or similar to those that you will sell.

## ITEM 13: TRADEMARKS

The Marks found on the first page of this document and in the chart below are owned by our Affiliate. We have a license with our Affiliate to use the Marks in the operation of our business and to sub-license the Marks to our franchisees for the use set forth herein. With the exception of PMiWARE, which is in process, all Marks are registered, and none have yet required renewal. We are required to maintain the goodwill of the Marks by ensuring that all of our franchisees use the Marks in compliance with the permitted operations of their Franchise Agreements only. From time to time, we may also create, design, and register other Marks, which may or may not be made available to franchisees.

Under the Franchise Agreement, we grant you the right to offer services and products bearing the trademarks, trade names, trade dress, logos, service marks, copyrighted materials, and other identifiable similar items or symbols currently used by us.

Except as otherwise stated herein, there are presently no effective determinations of the United States Patent and Trademark Office ("**USPTO**"), the trademark administrator of this state or any court, of any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving the Marks, which is relevant to their use. All required affidavits to maintain the Marks are current as of the date of this FDD.

If you operate a franchise in Pennsylvania, pursuant to an agreement between us and an existing property management company located in Pennsylvania ("**PA Agreement**"), you will not be able to use some of the Marks and must abide by the provisions of the PA Agreement. If you operate a franchise in Pennsylvania, you will be known as Property Management International.

Except in regard to the license from our Affiliate to use the Marks and the PA Agreement, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the Franchisee or the Business. In some states, while currently unknown, there may be infringing uses or superior previous rights that may materially affect your use of the Marks and said infringement may materially impact the ability of your Business to use some or all of the Marks. Franchisee has no rights to compensation in the event that Franchisor ceases use of, modifies, or otherwise changes the Marks.

You are prohibited from using any name or Marks as part of any corporate name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than Marks licensed by us to you). In addition, you may not use any name or Marks in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us.

PMI PROPERTY MANAGEMENT INC & INTL TRADEMARK DOCKET

March 30, 2026

| TRADEMARK | APPLICATION / REGISTRATION NUMBER | APPLICATION / REGISTRATION DATE | STATUS |
|---|---|---|---|
| Property Management INTL | 87/113,662<br>5,102,325 | December 13, 2016 | Supplemental Register. Renewal due 12/13/2026 |
| PMI | 87/098,615<br>5,141,628 | February 14, 2017 | Renewal due 12/13/2027 |
| PMI Property Management INC | 86/925,048<br>5,054,662 | October 4, 2016 | Renewal due 10/04/2026 |
| BOOK BY OWNER | 85/562,016<br>4,402,410 | September 17, 2013 | Renewal due 09/2033 |

| | | | |
|---|---|---|---|
| Making Property Management Manageable | 77/482,458<br><br>3,667,583 | August 11, 2009 | Renewal due 08/2029 |
| LESS WORRY. MORE OPPORTUNITY. | 98/217,712 | October 2023 | Pending |
| WE OPEN DOORS TO A BETTER LIFE | 98/217,703<br><br>8,033,744 | October 2023 | Renewal due 11/2031 |
| pmi | 98/331,230<br><br>8,033,744 | December 2023 | Renewal due 11/2031 |
|  | 98/331,232<br><br>8,033,745 | December 2023 | Renewal due 03/2030 |
| THE PROPERTY MANAGEMENT PEOPLE | 99/672,203 | December 2023 | Pending |
| PMI CARES | 97/811,232<br><br>7,336,746 | February 24, 2023 | Renewal due 03/2030 |

We have the right to control any administrative proceedings or litigation involving a Mark licensed to you hereunder. If you learn of any claims or threatened claims involving the Marks, including any unauthorized use of the Marks or any trademark or service mark substantially similar to the Marks, you must promptly notify us and we will, in our sole discretion, take any action or no action as we deem reasonably necessary. We will not indemnify you for any action taken against you by a third-party based solely on alleged infringement, unfair competition, or similar claims about the Marks. Moreover, we have no obligation to defend or indemnify you if the claim against you is related to your use of the Marks. You have no right to make any demand or to prosecute any claim against any alleged infringer, and we will not pay any franchisee for exercising these rights (Franchise Agreement, Section 6).

We have the right to require you to modify or discontinue your use of any of the Marks. If we exercise this right, we will provide all franchisees with as much advance notice as we deem appropriate (Franchise Agreement, Section 6).

In the event the Franchise Agreement is terminated, or it is determined, in our sole and absolute discretion, that the Marks infringe upon the rights of another entity in your state that has superior claim to the Marks or any portion thereof, we have the right to require you to discontinue and cease and desist from the use of all Marks and other material relating to the System. This may result in your Business incurring significant costs and expenses that shall be the sole burden of Franchisee (Franchise Agreement, Section 6).

## ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents or patent applications that are material to the franchise.

We do, however, own proprietary rights in a number of trade-secrets, among them being the use of Franchisor Software, all information, knowledge, and know-how not generally known in the property management business, standards, specifications, systems, procedures, and techniques, including our Operations Manual, accounting and management techniques, and systems. We have established comprehensive security and confidential procedures to maintain the secrecy of all such proprietary information. Any component of the System will be used by you only as described in the Franchise Agreement.

The System for operating a franchised property management company is our Affiliate's proprietary, confidential, and trade secret information. The System includes, but is not limited to: forms, business procedures, techniques, the Marks; the manner and method of training that we deliver to you; Franchisor Software, Operation Manual and Materials; standards and procedures that you will use in the day-to-day operation of the Business; the methods you will use for finding Customers and service providers; the persons, corporations, or other entities which are, have been, or become our franchisees; the names and other identifying information of service providers who will participate in the System; the terms of, and negotiations relating to past or current Franchise Agreements; the economic and financial characteristics of the System; and, any copyrighted information owned by us or our Affiliates, including this Disclosure Document, the Franchise Agreement, the Manual, and Materials. You must operate in accordance with the System (Franchise Agreement, Section 1).

In operating your Business, you will create a list of names and other identifying information of persons and businesses that have used your property management services ("**Customer List**"). You will also create a list of the service providers that provide services to your customers ("**Trade List**"). During the Term of your Franchise Agreement, the Customer List and Trade List are jointly owned by us and you. At the termination of the Franchise Agreement, for any reason, the Customer List and Trade List shall become the exclusive property of us (Franchise Agreement, Section 6).We require that you maintain the confidentiality of each component of the System, our Marks, and our copyrighted materials, and that you adopt reasonable procedures to prevent unauthorized disclosure of any such information (Franchise Agreement, Section 6).

If you learn of or believe that any other person or entity is using our Marks, any component of the System, or any of our copyrighted materials without our permission, you must immediately notify us in writing. We will take any action that we deem appropriate (Franchise Agreement, Section 6).

You may never during the term of the Franchise Agreement, or at any time after the termination or expiration of the Franchise Agreement, reveal any component of the Marks or our System to any person

or entity, and you cannot use it for any other business. You may not copy any portion of the System or the Marks unless we specifically authorize it in writing. All persons affiliated with you must sign a Confidentiality and Non-Competition Agreement, substantially in the form attached to the Franchise Agreement as Addendum E but modified for your state's laws (Franchise Agreement, Sections 6 and 8).

## ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You do not have to participate personally in the direct operation of your Business, though it is recommended that you do so. Franchisee is required to form a legal entity to operate the Business, and you must designate a person to be responsible for the day-to-day operation of the Business ("**Principal Operator**"). The Principal Operator is a person, designated to act as the general manager of your Business and who is authorized to oversee the management of the Business and direct the delivery of property management services, leasing, and Brokerage services. The Principal Operator must be designated by you and approved by us (Franchise Agreement, Section 1).

Once you have completed the Green Light Program, we require your Principal Operator, which may also be referred to as the Operating Principal, and up to one other person of your choosing to participate in additional training. Thereafter, we require your Principal Operator to participate from time to time in programs, seminars, and continuing education (collectively, "Continuing Education") (Franchise Agreement, Section 7).

## ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchisee must sell only those products and services approved by us and may not use the Business, Systems, or Marks for any other purposes. You may offer other services and products not approved only after you have obtained our express written permission to do so. You must only operate within your Territory (Franchise Agreement, Section 1).

We have the right to add, delete, change, or supplement the types of services that you provide, and there are no limits on our right to do so (Franchise Agreement, Section 1).

## 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 | 4.1 | 10 years unless terminated sooner. |
| (b) Renewal or extension of the term | 4.1 | Additional 10-year Renewal Franchise Terms if all obligations for Renewal are met. |
| (c) Requirements for Franchisee to renew or extend | 4.2 | Notice, no material default or money owed; sign a release and the then current Franchise Agreement; pay renewal fee. You may be asked to sign a contract with materially different terms and conditions than your original contract, and the boundaries of the Territory may change. The Royalties, advertising fees, and other fees may be adjusted to conform with such fees then being charged to new franchisees. |
| (d) Termination by Franchisee | 4.1 | If Franchisee chooses not to renew, the Franchise Agreement terminates at end of Initial Term, as subject to state law. |
| (e) Termination by Franchisor without cause | Not Applicable | Not Applicable |

| | | |
|---|---|---|
| (f) Termination by Franchisor with cause | 10 | We can terminate if you commit any one of several violations. See (g) and (h) below. |
| (g) "Cause" defined – curable defaults | 10 | Includes failure to pay, file reports, failure to comply operationally, failure to maintain insurance and required licensing, repeated breaches, misuse of Marks, breach of some third-party agreements, and failure to comply with laws. |
| (h) "Cause" defined – non-curable defaults | 10 | Includes bankruptcy, abandonment, felonies, repeated defaults, false books, repeated breaches, unsatisfied judgments, disclosure of Confidential Information, failure to complete required courses, failure to keep necessary licenses, improper Transfers of Business or Business assets, failure to maintain insurance, failure to meet standards, and failure to maintain confidentiality. See also Note (1). |
| (i) Franchisee's obligations on termination/non-renewal | 11, 14 | Pay all fees and other sums, cease use of trademarks and proprietary information, abide by the restrictive covenants. |
| (j) Assignment of contract by Franchisor | 9.1 | All rights and obligations are fully assignable and transferable by us. |

| | | |
|---|---|---|
| (k) "Transfer" by Franchisee - defined | 9.1 | The voluntary, involuntary, direct or indirect assignment, sale, gift, pledge, mortgage, or other disposition of any interest in: (1) the Franchise Agreement; (2) the ownership of Franchisee's business entity; or (3) any assets of the Business (other than in the normal course of business). See also Note 2. |
| (l) Franchisor approval of transfer by Franchisee | 9.2, 9.3 | Transferee has background, financial resources, etc. Transferee pays for training. |
| (m) Conditions for Franchisor approval of transfer | 9.3 | Must be in compliance; must pay fee; must not be in breach; others. |
| (n) Franchisor's right of first refusal to acquire Franchisee's business | 9.4 | 30 days on the same terms as bona fide offer. |
| (o) Franchisor's option to purchase Franchisee's business | Not Applicable | Not Applicable |
| (p) Death or disability of Franchisee | 9.6 | Heirs can operate if qualified. |
| (q) Non-competition, no-poach/non-solicitation covenants during the term of the franchise | 14.1, 14.2, 14.4 | You, your family, Principal Operator, or Owners cannot operate or be involved with a similar business, as subject to state law. |
| (r) Non-competition, no-poach/non-solicitation covenants after the franchise is terminated or expires | 14.3, 14.4 | You, your family, Principal Operator, or Owners cannot operate or be involved with a similar business, including Brokerage, for 2 years within your Territory or within any other territory, as subject to state law. |

| | | |
|---|---|---|
| (s) Modification of the Agreement | 17.4 | Only by both parties' written agreement. |
| (t) Integration/merger clause | 17.5 | Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable. |
| (u) Dispute resolution by arbitration or mediation | 15 | Face-to-face meeting before mandatory mediation; mediation before arbitration. One-year limitation on right of action. All subject to state law. |
| (v) Choice of Forum | 15.3 | Face-to-face meeting, mediation, arbitration, and litigation must be in the state of Franchisor's offices (Utah), except as provided in a state-specific addendum attached as Exhibit F, as subject to state law. |
| (w) Choice of Law | 15.3 | Utah law applies except as provided in a state-specific addendum attached as Exhibit F, as subject to state law. (See Section 15 of the Franchise Agreement.) |

**NOTES:**

(1) In lieu of termination, we can reduce your Territory or restrict/remove your ability to provide property management services in a particular Pillar, if you breach the terms of your Franchise Agreement. (Franchise Agreement, Section 10.)

(2) If you request our efforts in selling your franchise, we may, in our discretion, provide such assistance. In the event we do so, there is a five-thousand dollars ($5,000) sales commission fee or a fee in the amount of 5% of the closed sale price, whichever amount is greater, in addition to the then-current Transfer Fee, currently twelve-thousand dollars ($12,000). (Franchise Agreement, Section 9.)

The provisions of the Franchise Agreement that provide for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 *et seq*.).

See Exhibit F of this Disclosure Document for specific state addenda.

## ITEM 18: PUBLIC FIGURES

There is no compensation or other benefit given or promised to any public figure arising from either the use of the public figure in the name or symbol of the franchise, or the endorsement or recommendation of the franchise by the public figure in advertisements. There are no public figures presently involved in our management.

## 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 the Franchise Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet 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.

As of December 31, 2025, we had 408 total locations. Based upon data and information for the 2025 calendar year, we have created the financial performance representations made in this Item 19, detailed in the tables below. The material basis for such representations are as follows:

1. We used only actual historical financial figures, provided from either (i) unaudited financials and operating reports submitted to us by our Franchisees, or (ii) our accounting software, for the full 2025 calendar year.

2. Data for 95 franchises participating in the Residential Pillar is not included because the franchises did not manage any Doors, or the data was incomplete or insufficient;

3. Data for 34 franchises participating in the Association Pillar is not included because the franchises did

not manage any Associations, or the data was incomplete or insufficient;

4. Data for 36 franchises participating in the Short-Term Pillar is not included because the franchises did not manage any Keys, or the data was incomplete or insufficient;

5. Data for 103 franchises participating in the Commercial Pillar is not included because the franchises did not manage any Square Feet, or the data was incomplete or insufficient;

6. Data for 42 franchises participating in the Realty Services is not included because the franchises did not have any Realty Transactions, or the data was incomplete or insufficient;

7. Other than listed above, the data from all franchises for the full 2025 calendar year is included in the financial representations made herein. The characteristics of the franchised locations included in the financial representations made herein do not differ materially from the franchises that may be offered to prospective franchisees.

8. In 2025, 5,893 Doors, 13,228 Units in 154 Associations, 0 Square Feet, and 82 Keys were added through acquisitions from 27 individual transactions.

**Table 1**

**Average Revenue per Unit**

This table shows the actual numbers for the Average & Median annual income per Property/Association. "Income" means total revenue generated by Franchisees before any costs or expenses, i.e. royalty fees, advertising fees, etc., excluding pass-through items.

**Some Franchisees have earned the amounts referenced below. Your individual results may differ. There is no assurance that you will earn the amounts referenced below.**

| Revenue per Property, Association or Transaction | Residential | Commercial | Association | Short-Term Rental | Realty |
|---|---|---|---|---|---|
| Average | $2,069 | $1,282 | $16,122 | $12,384 | $6,641 |
| Median | $2,221 | $1,144 | $15,331 | $7,814 | $8,614 |

1. We included a total of 239 franchises in the Residential Analysis above. The actual range for the revenue/door was $183 – $18,492.
2. We included a total of 37 franchises in the Commercial Analysis above. The actual range for the revenue/Commercial Unit was $210 – $34,053.
3. We included a total of 92 franchises in the Association Analysis above. The actual range for the revenue/association was $2,176 – $128,846.
4. We included a total of 63 franchises in the Short-Term Rental Analysis above. The actual range for the revenue/key was $1,001 – $52,437.
5. We included a total of 51 franchises in the Realty Analysis above, The actual range for the revenue/transaction was $705 – 113,878.

**Table 2**
**Average Property/**
**Association Count**

This table shows the actual numbers for Average & Median property/association count for Doors, Associations, Keys, and Commercial Units by Franchisee.

**Some Franchisees have sold the Units referenced below. Your individual results may differ. There is no assurance that you will sell the number of Units referenced below.**

| Average Unit Count | Residential | Commercial | Association | Short-Term Rental | Realty |
|---|---|---|---|---|---|
| Average | 139 | 23 | 19 | 25 | 10 |
| Median | 82 | 8 | 12 | 14 | 4 |

1. We included a total of 239 franchises in the Residential Analysis above. The actual range of Doors was 1 – 1,533
2. We included a total of 37 franchises in the Commercial Analysis above. The actual range of Commercial Units was 1 – 270.
3. We included a total of 92 franchises in the Association Analysis above. The actual range for Associations was 1 – 177.
4. We included a total of 63 franchises in the Short-Term Rental Analysis above. The actual range for Keys was 1 – 107.
5. We included a total of 51 franchises in the Realty Analysis above, The avutal range for the Realty Transactions was 1 – 137.

**Income per Door is comprised of the following:**

1. Residential Doors

a. Management fees ranging from 4% to 12% of gross monthly rents; and

b. Recurring or one-time ancillary property management and other real estate services, with fees/charges/markups ranging from $1.00 to thousands of dollars, paid by property owners, tenants, service providers, and vendors.

2. Commercial Square Feet

a. Management fees ranging from 4% to 8% of gross monthly rents; and

b. Recurring or one-time ancillary property management and other real estate services, with fees/charges/markups ranging from $1.00 to thousands of dollars, paid by property owners, tenants, service providers, and vendors.

**Income per Unit is comprised of the following:**

1. Association Units

a. Monthly management fees typically range from $16.00 to $7,800.00 per Association Unit; and

b. Recurring or one-time ancillary property management and other real estate services, with fees/charges/markups ranging from $1.00 to hundreds of dollars, paid by service providers, vendors, and Associations.

**Income per Key is comprised of the following:**

1. Short-Term Rental Keys

a. Management fees ranging from 10% to 40% of gross monthly rents; and

b. Recurring or one-time ancillary property management and other real estate services, with fees/charges/markups ranging from $1.00 to hundreds of dollars, paid by property owners, tenants, guests, service providers, and vendors.

Written substantiation for the financial performance representations made in this Item 19 will be made available to the prospective franchisee upon reasonable request.

**Some PMI franchises have earned the amounts or sold the units referenced in Table 1 and Table 2, above. Your individual results may differ. There is no assurance you'll earn or sell as much.**

**Table 3**
**Average Annual Revenue Per Pillar**
**Franchises That Have Not Completed an Acquisition**

| Average Annual Revenue Per Pillar or Service | Residential | Commercial | Association | Short-Term Rental | Realty |
|---|---|---|---|---|---|
| Average | $197,403 | $20,193 | $190,641 | $327,879 | $57,353 |

We have 110 Franchise Locations that operate in multiple pillars and have not completed an acquisition. This group of franchisees generates an average revenue of $332,743 annually.

**Table 4**
**Average Annual Revenue Per Pillar**
**Franchises That Have Completed an Acquisition**

| Average Annual Revenue Per Pillar or Service | Residential | Commercial | Association | Short-Term Rental | Realty |
|---|---|---|---|---|---|
| Average | $439,515 | $39,031 | $415,736 | $264,669 | $78,156 |

We have 90 Franchise Locations that operate in multiple pillars and have completed an acquisition. This group of franchisees generates an average revenue of $642,973 annually.

Other than the numbers contained in this Item 19, PMI does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of the outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting Steven Hart at the email of info@pmicorp.com, via telephone at (801) 669-5952, or via mail at 2901 W Bluegrass Blvd, Suite 420, Lehi, Utah 84048, and also to the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

### Table 1

### SYSTEMWIDE OUTLET SUMMARY

### For Years 2023 to 2025

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| *Franchised* | 2023 | 374 | 377 | 3 |
| | 2024 | 377 | 402 | 25 |
| | 2025 | 399 | 406 | 7 |
| *Company Owned* | 2023 | 2 | 0 | -2 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 |
| ***Total Outlets**** | 2023 | 376 | 377 | 1 |
| | 2024 | 377 | 402 | 25 |
| | 2025 | 402 | 408 | 6 |

****The 402 Open Franchised Outlets at the Start of 2025 include 399 U.S. Franchised Outlets and three International Franchised Outlets: PMI Costa Rica, PMI Curaçao, and PMI Malta. PMI Costa Rica exited the system in late 2025 and is therefore not reflected in the End of Year 2025 count.***

***Prior year figures have been corrected as follows:***

- ***2024 - Franchised Outlets at Start of Year: corrected from 378 to 377; Net Change: corrected from 24 to 25***
- ***2023 - Company-Owned Outlets Net Change: corrected from 2 to −2***
- ***2024 - Total Outlets at End of Year: corrected from 400 to 402***

**Table 2**

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR)**

**For Years 2023 to 2025**

| State | Year | Number of Transfers |
|---|---|---|
| Alabama | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Arizona | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| California | 2023 | 4 |
| | 2024 | 0 |
| | 2025 | 0 |
| Florida | 2023 | 4 |
| | 2024 | 0 |
| | 2025 | 0 |
| Minnesota | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 2 |
| Nevada | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| New Jersey | 2023 | 0 |
| | 2024 | 0 |

| | | |
|---|---|---|
| | 2025 | 1 |
| North Carolina | 2023 | 1 |
| | 2024 | 2 |
| | 2025 | 0 |
| Tennessee | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| Texas | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| Virginia | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| TOTAL | 2023 | 14 |
| | 2024 | 2 |
| | 2025 | 4 |

## Table 3

## STATUS OF FRANCHISED OUTLETS

## For Years 2023 to 2025

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Alabama | 2023 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 0 | 0 | 0 | 0 | 1 | 5 |
| Alaska | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Arizona | 2023 | 12 | 1 | 0 | 0 | 0 | 0 | 13 |
| | 2024 | 13 | 3 | 0 | 0 | 0 | 0 | 16 |
| | 2025 | 16 | 0 | 1 | 0 | 0 | 2 | 13 |
| Arkansas | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| California | 2023 | 32 | 4 | 1 | 1 | 0 | 0 | 34 |
| | 2024 | 34 | 2 | 1 | 0 | 0 | 0 | 35 |
| | 2025 | 35 | 5 | 0 | 0 | 0 | 3 | 37 |
| Colorado | 2023 | 26 | 0 | 3 | 0 | 0 | 0 | 23 |
| | 2024 | 23 | 0 | 2 | 0 | 0 | 0 | 21 |
| | 2025 | 21 | 3 | 0 | 3 | 0 | 2 | 19 |
| Connecticut | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| Delaware | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Florida | 2023 | 57 | 6 | 8 | 0 | 0 | 0 | 55 |
| | 2024 | 55 | 13 | 4 | 0 | 0 | 0 | 64 |
| | 2025 | 64 | 15 | 2 | 0 | 0 | 9 | 68 |
| Georgia | 2023 | 18 | 5 | 1 | 0 | 0 | 0 | 22 |
| | 2024 | 22 | 0 | 3 | 0 | 0 | 0 | 19 |
| | 2025 | 19 | 5 | 0 | 0 | 0 | 3 | 21 |
| Hawaii | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Idaho | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Illinois | 2023 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 7 | 4 | 1 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 1 | 1 | 0 | 0 | 1 | 9 |
| Indiana | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 0 | 1 | 7 |
| Iowa | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Kansas | 2023 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 1 | 4 |
| Kentucky | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Louisiana | 2023 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Maine | 2023 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Maryland | 2023 | 10 | 3 | 1 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 4 | 0 | 0 | 0 | 0 | 16 |
| | 2025 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| Massachusetts | 2023 | 6 | 0 | 1 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 1 | 0 | 0 | 0 | 1 | 4 |
| Michigan | 2023 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 3 | 0 | 0 | 0 | 0 | 6 |
| Minnesota | 2023 | 6 | 0 | 1 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 2 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Mississippi | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Missouri | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 2 | 0 | 0 | 0 | 1 | 5 |
| Montana | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Nebraska | 2023 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Nevada | 2023 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 1 | 0 | 0 | 0 | 1 | 6 |
| New Hampshire | 2023 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| New Jersey | 2023 | 8 | 2 | 1 | 0 | 0 | 0 | 9 |
| | 2024 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 1 | 0 | 0 | 0 | 0 | 11 |
| New Mexico | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| New York | 2023 | 12 | 1 | 1 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2025 | 12 | 1 | 0 | 0 | 0 | 3 | 10 |
| North Carolina | 2023 | 9 | 3 | 0 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 2 | 0 | 0 | 0 | 0 | 14 |
| | 2025 | 14 | 4 | 0 | 0 | 0 | 3 | 15 |
| North Dakota | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ohio | 2023 | 8 | 0 | 1 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 2 | 0 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Oklahoma | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| Oregon | 2023 | 3 | 0 | 1 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Pennsylvania | 2023 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| Puerto Rico | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Rhode Island | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| South Carolina | 2023 | 8 | 0 | 1 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 1 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 2 | 1 | 0 | 0 | 0 | 7 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| South Dakota | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Tennessee | 2023 | 16 | 0 | 1 | 0 | 0 | 0 | 15 |
| | 2024 | 15 | 0 | 1 | 0 | 0 | 0 | 14 |
| | 2025 | 14 | 2 | 0 | 1 | 0 | 1 | 14 |
| Texas | 2023 | 40 | 4 | 4 | 0 | 0 | 0 | 40 |
| | 2024 | 40 | 5 | 4 | 0 | 0 | 0 | 41 |
| | 2025 | 41 | 3 | 1 | 0 | 0 | 3 | 40 |
| Utah | 2023 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2025 | 12 | 1 | 1 | 0 | 0 | 1 | 11 |
| Virginia | 2023 | 11 | 1 | 1 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 3 | 0 | 0 | 0 | 0 | 14 |
| | 2025 | 14 | 1 | 0 | 0 | 0 | 0 | 15 |
| Washington | 2023 | 4 | 2 | 0 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| West Virginia | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Wisconsin | 2023 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 0 | 0 | 1 | 0 | 0 | 5 |
| Wyoming | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| TOTALS | 2023 | 373 | 37 | 33 | 1 | 0 | 0 | 376 |
| | 2024 | 376 | 45 | 22 | 0 | 0 | 0 | 399 |
| | 2025 | 399 | 57 | 7 | 5 | 0 | 38 | 406 |

**Table 4**

## STATUS OF COMPANY OWNED OUTLETS

**For Years 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---|---|---|---|---|---|---|---|
| Utah | 2023 | 2 | 0 | 0 | 2 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 2023 | 2 | 0 | 0 | 2 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |

**Table 5**

## PROJECTED OPENINGS AS OF DECEMBER 31, 2025

| State | Franchise Agreements Signed but Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| Alabama | 0 | 0 | 0 |
| Alaska | 0 | 0 | 0 |
| Arizona | 0 | 0 | 0 |
| Arkansas | 1 | 0 | 0 |

| | | | |
|---|---|---|---|
| California | 3 | 4 | 0 |
| Colorado | 1 | 1 | 0 |
| Connecticut | 2 | 0 | 0 |
| Cortes | 1 | 0 | 0 |
| Delaware | 0 | 0 | 0 |
| Florida | 5 | 5 | 0 |
| Georgia | 1 | 2 | 0 |
| Hawaii | 0 | 0 | 0 |
| Idaho | 0 | 0 | 0 |
| Illinois | 0 | 1 | 0 |
| Indiana | 1 | 1 | 0 |
| Iowa | 0 | 0 | 0 |
| Kansas | 0 | 0 | 0 |
| Kentucky | 0 | 0 | 0 |
| Louisiana | 1 | 1 | 0 |
| Maine | 0 | 0 | 0 |
| Maryland | 0 | 0 | 0 |
| Massachusetts | 1 | 1 | 0 |
| Michigan | 0 | 0 | 0 |

| | | | |
|---|---|---|---|
| Minnesota | 0 | 0 | 0 |
| Mississippi | 0 | 1 | 0 |
| Missouri | 0 | 0 | 0 |
| Montana | 0 | 0 | 0 |
| Nebraska | 0 | 0 | 0 |
| Nevada | 0 | 0 | 0 |
| New Hampshire | 2 | 0 | 0 |
| New Jersey | 0 | 2 | 0 |
| New Mexico | 0 | 0 | 0 |
| New York | 0 | 0 | 0 |
| North Carolina | 2 | 1 | 0 |
| North Dakota | 0 | 0 | 0 |
| Ohio | 3 | 2 | 0 |
| Oklahoma | 2 | 2 | 0 |
| Oregon | 0 | 1 | 0 |
| Pennsylvania | 0 | 1 | 0 |
| Puerto Rico | 0 | 0 | 0 |
| Rhode Island | 0 | 0 | 0 |

| | | | |
|---|---|---|---|
| South Carolina | 4 | 0 | 0 |
| South Dakota | 2 | 0 | 0 |
| Tennessee | 1 | 1 | 0 |
| Texas | 1 | 3 | 0 |
| Utah | 0 | 0 | 0 |
| Vermont | 0 | 0 | 0 |
| Virginia | 0 | 2 | 0 |
| Washington | 0 | 1 | 0 |
| Wisconsin | 0 | 0 | 0 |
| Wyoming | 0 | 0 | 0 |
| TOTAL | 34 | 33 | 0 |

Exhibit D to this Disclosure Document lists the names of all franchisees and the addresses and telephone numbers of their outlets as of December 31, 2025. Exhibit D also contains the names of all franchisees and the addresses and telephone numbers of their outlets that have signed franchise agreements but were not open as of December 31, 2025.

Exhibit E to this Disclosure Document lists the name, city, and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

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

During the last three fiscal years, we have signed confidentiality clauses with current and former franchisees. In some instances, current or former franchisees may sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

PMI does not sponsor a trademark-specific franchisee association, and no independent trademark-specific franchisee association has requested to be included in this Disclosure Document.

## ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are our audited financial statements dated March 30, 2026, for the fiscal year ending December 31, 2025. Our fiscal year end is December 31st.

## ITEM 22: CONTRACTS

The following agreements and other required exhibits are attached to this Disclosure Document in the pages immediately following:

| | |
|---|---|
| Exhibit A | List of State Agencies/Agents for Service of Process |
| Exhibit B | Franchise Agreement and all Addenda |
| Exhibit C | PMiWAY Table of Contents |
| Exhibit D | Current Franchisees |
| Exhibit E | Franchisees That Have Left the System |
| Exhibit F | State-Specific Addenda (if applicable) |
| Exhibit G | Financial Statements |
| Exhibit H | State Effective Dates and Receipts |

## ITEM 23: RECEIPT

Exhibit H of the Disclosure Document is a detachable document acknowledging receipt of the Disclosure Document by you. Please date and sign this document, keep a copy for yourself, and return one originally executed copy to us immediately.

## EXHIBIT A

## LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

| STATE | ADMINISTRATOR/AGENT | ADDRESS |
|---|---|---|
| California | Commissioner of Financial Protection and Innovation | 320 West 4th Street, Suite 750<br>Los Angeles, CA 90013-2344<br>Phone: (866) 275-2677 |
| Hawaii (State Administrator) | Commissioner of Securities<br>Dept. of Commerce and Consumer Affairs Business Registration Securities Compliance Branch | 335 Merchant Street,<br>Room 203<br>Honolulu, HI 96813 |
| Illinois | Illinois Attorney General | 500 South Second Street<br>Springfield, IL 62706 |
| Indiana (State Administrator) | Indiana Securities Commissioner<br>Securities Division | 302 West Washington Street,<br>Room E111<br>Indianapolis, IN 46204 |
| Indiana (Agent) | Indiana Secretary of State | 302 West Washington Street,<br>Room E018<br>Indianapolis, IN 46204 |
| Maryland (State Administrator) | Office of the Attorney General<br>Division of Securities | 200 St. Paul Place Baltimore,<br>MD 21202-2020 |
| Maryland (Agent) | Maryland Securities Commissioner | 200 St. Paul Place Baltimore,<br>MD 21202-2020 |
| Michigan | Michigan Department of Attorney General Consumer Protection Division | Williams Building, 7th Floor<br>525 West Ottawa Street<br>Lansing, MI 48909 |
| Minnesota | Commissioner of Commerce<br>Minnesota Department of Commerce | 85 78th Place East, Suite 500<br>St. Paul, MN 55101-2198 |
| New York (State Administrator) | NYS Department of Law Investor Protection Bureau | 28 Liberty St. 21st Floor<br>New York, NY 10005<br>Phone: (212) 416-8222 |

| | | |
|---|---|---|
| New York (Agent) | Secretary of State | 99 Washington Avenue<br>Albany, NY 12231 |
| North Dakota | Securities Commissioner | 600 East Boulevard Avenue, 5th Floor<br>Bismarck, ND 58505-0510 |
| Rhode Island | Director, Department of Business Regulation, Securities Division | 1511 Pontiac Avenue<br>John O. Pastore Complex – Building 69-1<br>Cranston, RI 02920 |
| South Dakota | Director Division of Securities<br>Division of Securities | 124 S Euclid, Suite 104<br>Pierre, SD 57501 |
| Virginia (State Administrator) | Virginia State Corporation Commission Division of Securities and Retail | 1300 East Main Street, 9th Floor<br>Richmond, VA 23219-3630 |
| Virginia (Agent) | Clerk of the State Corporation Commission | 1300 East Main Street, 1st Floor<br>Richmond, VA 23219-3630 |
| Washington | Department of Financial Institutions Securities Division | 150 Israel Road SW Tumwater, WA 98501 |
| Wisconsin | Commissioner of Securities | Department of Financial Institutions Division of Securities 345 W. Washington Ave., 4th Floor<br>Madison, WI 53703 |

**EXHIBIT B**
**FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**




THIS CONTRACT IS SUBJECT TO ARBITRATION

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Addenda:

A. PMI Bookkeeping Services
B. Statement of Ownership
C. Location and Territory
D. Authorization Agreement for Preauthorized Payment Service
E. Confidentiality and Non-Competition Agreement
F. Guaranty of Franchisee's Obligations
G. SBA Addendum

PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is entered into as of _____ (the "**Effective Date**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company, having a principal place of business at 2901 W Bluegrass Blvd, Ste 420, Lehi, Utah 84048 ("**PMI**" or "**Franchisor**"), and _____, and having a principal place of residence located at _____ ("**Franchisee**"). Franchisor and Franchisee may be referred to as "**Party**" or the "**Parties**".

## RECITALS

Franchisor's Affiliate, PMI Investments, LLC ("**PMII**"), has developed a proprietary system ("**System**") for establishing, operating, and marketing a property management and real estate services company ("**Business**") that provides franchisees with an opportunity to operate a Business, in a specific geographic area to the following real estate sectors: (i) Residential, (ii) Association, (iii) Commercial and (iv) Short-Term Rental, (as those terms are defined herein), using the service marks, trademarks, trade names, and logos (collectively, the "**Marks**") that PMII owns or has rights to license and other copyrighted materials, marketing methods and materials, proprietary property management processes, customer reporting procedures, operating PMiWAY, and Franchisor Software (as defined herein). PMII has licensed to Franchisor the right to sub-license the Marks to Franchisee in conjunction with PMII's System for operating a Business. Pursuant to this Agreement, Franchisor will grant Franchisee the right to operate a Business using the System.

In consideration of the mutual covenants, agreements, terms, and conditions outlined herein, the Parties agree as follows:

## SECTION 1

## DEFINITIONS, GRANT OF FRANCHISE RIGHTS, AND RESERVATION OF RIGHTS

1.1 **Definitions**: As used in this Agreement, the following capitalized terms shall have the following meanings:

1.1.1 "**Accounting Software**" shall mean the system used by Franchisee for operational accounting.

1.1.2 "**Advisor(s)**" shall mean agents, advisors, directors, and consultants PMI may hire, employ, or consult in the management of its operations and franchising endeavors.

1.1.3 "**Affiliate(s)**" shall mean any person or entity directly or indirectly controlling, controlled by, or under common Control or common ownership with a Party.

1.1.4 "**Annual Summit**" shall mean a mandatory annual event for PMI's franchisees wherein PMI and select Vendor Partners will provide updated policies and procedures, training, new initiatives, break-out seminars, and recognition of new and outstanding franchisees.

1.1.5 "**Approved Vendor(s)**" shall mean Franchisor-approved suppliers and vendors of products and services that Franchisee may use in the Business as designated in PMiWAY or other written communication with you.

1.1.6 "**Asset(s)**" shall mean Doors, Units, Square Feet, Keys, and all other tangible and intangible assets of Franchisee's Business.

1.1.7 "**Association(s)**" shall mean an association or governing body that manages, governs, or oversees common-interest communities, including but not limited to, homeowner, condominium owner, or commercial owner associations or cooperatives.

1.1.8 "**Audit Fee**" shall mean a fee assessed to Franchisee if an inspection or audit reveals that Brokerage or the Gross Revenue reported by Franchisee is understated by 5% or more. The Audit Fee Franchisee must pay Franchisor is (i) Franchisor's costs and expenses related to conducting the audit (including, without limitation, travel expenses and reasonable accounting, audit, and legal fees), plus (ii) a flat fee of 50% of the total dollar amount of the understated amount, plus (iii) the Royalties and/or fees that would have been owed on the understated amount, plus (iv) interest at the highest applicable legal rate for open account business credit, or if there is no maximum, not less than the rate of 5% per month on the Royalties and/or fees that would have been owed on the understated amount, accruing from the date that the amount was underreported to Franchisor.

1.1.9 "**Authorization Agreement for Preauthorized Payment Services**" shall mean an agreement substantially in the form of Addendum D.

1.1.10 "**Bank Account**" or "**Account**" shall mean the bank account designated by Franchisee in Addendum D, Authorization Agreement for Preauthorized Payment Services.

1.1.11 "**Brokerage Revenue**" shall mean all revenues, fees, and commissions paid to or value received by the Business or Affiliates, related to the buying or selling of real estate.

1.1.12 "**Business(es)**" shall mean a business that utilizes the System to establish, operate, and market a property management and real estate services company in a designated Territory, under the terms and conditions outlined in the Franchise Agreement.

1.1.13 "**Business Day(s)**" shall mean Monday through Friday, excluding weekends and public holidays.

1.1.14 "**Business Supplies**" shall mean office, marketing, and business supplies necessary to conduct the Business, including but not limited to corporate letterhead, envelopes, business cards, clothing, signs, corporate brochures, and promotional giveaway items.

1.1.15 "**Commercial**" Shall mean any property used for commercial purposes, including but not limited to, office space, medical, retail, restaurants, and industrial use.

1.1.16 "**Competitive Business**" shall mean any business which offers products or services that are the same as, or competitively similar to, the Business or the System, including Brokerage services.

1.1.17 "**Confidential Information**" means information owned or licensed by us and involving the operation of the Business, including without limitation, PMiWAY, procedures related to our proprietary communications and referral systems, and other methods and information. Confidential Information does *not* include information that (a) is or becomes generally available to the public; (b) was within the recipient's possession prior to it being furnished; (c) is or becomes available to the recipient from a source that is not, to its knowledge, prohibited from disclosing such information to it by a legal, contractual, or fiduciary obligation of confidentiality; or (d) is independently developed by recipient.

1.1.18 "**Confidentiality and Non-Competition Agreement**" or "**Confidentiality Agreement**" shall mean an agreement substantially in the form of Addendum E.

1.1.19 "**Control**" shall mean the power to direct or cause the direction of the management and policies of an entity and shall be deemed to exist if any person or entity directly or indirectly owns, controls, or holds the power to vote greater than fifty percent (50%) or more of the voting securities of such other entity.

1.1.20 "**Continuing Education**" shall mean programs, seminars, conferences, conventions, and continuing education provided or offered by Franchisor to Franchisee after the Training Program has been completed and occurring over the Term of the Franchise Agreement.

1.1.21 "**Customer(s)**" or "**Client(s)**" shall mean persons and/or businesses which have used Franchisee's property management services or Brokerage.

1.1.22 "**Customer List**" shall mean a list of names and other identifying information of persons and businesses, created by Franchisee in operating the Business, which have used Franchisee's property management services or Brokerage.

1.1.23 "**Day(s)**" shall mean calendar days.

1.1.24 "**Digital Essentials Package**" shall mean a suite of digital services provided by Franchisor, including, but not limited to: a website with monthly hosting and maintenance, online reputation management, widget and software integrations, tenant and owner portals, custom landing pages, search engine optimization content, call tracking, reporting dashboard and analytics, and priority customer service.

1.1.25 "**Door(s)**" shall mean a Residential space with a physical address that may be rented, leased, or sold. (Franchisor sometimes refers to Commercial Units as 'Square Feet.')

1.1.26 "**EFT**" shall mean electronic funds transfer.

1.1.27 "**EPMC**" shall mean an existing property management company that converts its business to a PMI franchisee.

1.1.28 "**Extraordinary Training**" shall mean additional training and education outside of the normal scope of the PMI Certification Program and provided to the Franchisee, for a fee, upon Franchisee's request, and upon Franchisor's approval.

1.1.29 "**Franchise Disclosure Document**" or "**Disclosure Document**" or "**FDD**" shall mean the legal document which is presented to prospective buyers of franchises in the pre-sale disclosure process.

1.1.30 "**Franchise Fee**" shall mean the required fee to be paid by Franchisee to Franchisor upon the Effective Date of the Agreement.

1.1.31 "**Franchisor Software**" or "**PMI Software**" shall mean all software solutions required or offered by Franchisor to Franchisee pursuant to this Agreement, including but not limited to PMiSOFT, PMiWARE, PMiSTR, PMiPrograms, Accounting Software, and PMiWorkFlow.

1.1.32 **"Greenlight Program"** shall mean the program where the Franchisor ensures the Franchisee has satisfied all licensing requirements and is legally able to open for business.

1.1.33 "**Gross Revenue**" shall mean the total revenue and receipts collected through the operation of the Business, and entities affiliated with Franchisee, including but not limited to, all revenue from property management and maintenance services (including separate maintenance entities), leasing fees, booking and guest fees, and all other revenue the Business generates, (excluding Brokerage, and all federal, state, or municipal use, service, or sales taxes collected from customers or clients).

1.1.34 "**Guarantor(s)**" shall mean the person or persons who are required to execute the Guaranty of Franchisee's Obligations, included as Addendum F.

1.1.35 "**Guaranty of Franchisee's Obligations**" or "**Guaranty**" shall mean a document substantially in the form of Addendum F.

1.1.36 "**Initial Term**" shall have the meaning set forth in Section 4.1.

1.1.37 "**Intellectual Property**" shall mean each and every component of the System, including but not limited to the Marks, each component of Franchisor's Confidential Information (including its copyrighted materials), and all of the rest of the confidential matters, procedures, methods of operation, systems, techniques, pricing, accounting systems and procedures, specifications, Manual, Materials, business plans, and marketing.

1.1.38 "**Interim Period**" shall have the meaning set forth in Section 4.3.

1.1.39 **"Key(s)"** shall mean a Residential space with a physical address that is rented as a Short-Term Rental.

1.1.40 "**Late Fee(s)**" shall mean a fee of fifty dollars ($50) per each day that (i) any payment due and owing under the Agreement is late, or (ii) reports, filings, or statements required under the Agreement are late, plus the highest applicable legal rate for open account business credit, or if there is no maximum, not less than the rate of one and a half percent (5%) per month.

1.1.41 "**Local Advertising Quota**" shall mean Franchisee's monthly obligation to spend at least two-thousand dollars ($2,000.00) for the first pillar, and one-thousand dollars ($1,000) for each subsequent pillar added, on Territory advertising activities, which monthly obligation commences on the earlier of (i) the first calendar day of the month following the Opening Date or (ii) no later than one-hundred eighty (180) Days after the Effective Date of the Franchise Agreement.

1.1.41 "**Operations Manual**" shall mean PMiWAY and shall be referred to as the Franchisor's Operations Manual or Manual.

1.1.42 "**Mark(s)**" means the trademarks, service marks, and trade dress that we authorize you to use in the Operations Manual (PMiWAY), including all additional or substitute trademarks, service marks, and trade dress that we may authorize you to use.

1.1.43 **"Prepaid Marketing Deposit"** shall mean the first year's Local Advertising Quota collected by Franchisor which may be used for local branding, advertising, and other marketing activities determined by Franchisor to support the Franchisee's business and is administered, allocated, and controlled by

Franchisor in its sole discretion.

1.1.44 "**Material(s)**" shall mean any written or online materials, accessed by Franchisee, provided or presented to Franchisee by Franchisor, or loaned to Franchisee by Franchisor, which relate to the Business and the System, including manuals, supplements, brochures, written procedures, presentations, memoranda, emails, and information posted on Franchisor's website, in print or electronic form.

1.1.45 "**National Account**" shall mean outside companies or vendors for which Franchisor has entered into a relationship, that may produce referrals for Franchisee.

1.1.46 "**Office**" means any authorized office covered by this Agreement as of the Effective Date or later added by a writing signed by both parties.

1.1.47 "**Opener**" shall mean a six-week program that runs concurrently with Training and consists of weekly phone calls, status updates, and tasks associated with opening a new Business.

1.1.48 "**Opening Date**" shall mean the date the franchise has (a) successfully completed the Greenlight Program, (b) received written confirmation from Franchisor that all pre-opening requirements have been satisfied and (c) been authorized by Franchisor to open from the Office to begin offering goods and services to customers, prior to the Opening Deadline.

1.1.49 "**Opening Deadline**" shall mean the date upon which Franchisee will be required to open the Business, being the earlier of (i) Franchisee's completion of the Greenlight Program or (ii) one-hundred eighty (180) Days after the Effective Date of the Franchise Agreement.

1.1.50 "**Owner(s)**" shall mean the individuals that entered into the Franchise Agreement as the Franchisee, or if a business entity entered into the Franchise Agreement as the Franchisee, the shareholders, members, partners, or other owners of such entity.

1.1.51 "**Pillars**" shall mean the four property management industry sectors — Residential, Commercial, Association, and Short-Term Rentals.

(a) "**Primary Pillar**" shall mean the first property management industry sector (e.g. Residential) that Franchisee chooses to provide as part of its Business, and for which Franchisee is required to complete Franchisor's PMI Certification.

1.1.52 "**Additional Pillar**" shall mean any additional property management industry sector(s) (e.g. Commercial, Association, Short-Term Rentals) beyond Franchisor's Primary Pillar (or for an EPMC, a Pillar not provided by the EPMC prior to converting to a PMI franchise), that upon the terms and conditions outlined in Section 2.4 herein, Franchisee may subsequently provide as part of its Business.

1.1.53 "**PMI Certification**" shall mean the successful completion of (i) the Training Program, (ii) Workshop, (iii) PMiLAUNCH for an individual Pillar, and (iv) successfully achieving the 12 month TSQ.

1.1.54 "**PMiBOOKS**" shall mean Franchisor's temporary bookkeeping assistance and training services provided to Franchisees, available for any Doors, Units, Keys, and Square Feet under Franchisee's management Manual.

1.1.55 "**PMiWAY**" shall mean Franchisor's virtual back office, including the Operations.

1.1.56 **"PMiLAUNCH"** shall mean a task-based implementation program that helps Franchisee take advantage of and participate in Franchisor's programs.

1.1.57 "**PMiPrograms**" shall mean software solutions and programs provided by Franchisor to Franchisee consisting of, but not limited to, reputation management, lead management, and referral management services.

1.1.58 "**PMiSOFT**" shall mean Franchisor's customized software solution for Residential and Commercial management.

1.1.59 "**PMiSTORE**" shall mean a dedicated website where franchisees can order PMI marketing and branding materials and apparel.

1.1.60 **"PMiSTR"** shall mean Franchisor's Short-Term Rental management software.

1.1.61 "**PMiWARE**" shall mean Franchisor's Association management software.

1.1.62 **"PMiWorkFlow**" shall mean Franchisors workflow management software.

1.1.63 **"Portfolio"** shall mean an existing portfolio of Doors, Units, Square Feet, and/or Keys.

1.1.64 **"Preferred Vendor"** shall mean third-party vendors which contract with Franchisor to provide products or services to Franchisor's franchisees.

1.1.65 "**Principal Operator**" shall mean a person, designated to act as the general manager of Franchisee's Business and who is authorized to oversee the management of the Business and direct the delivery of property management services, leasing, and real estate Brokerage services.

1.1.66 "**Renewal Term**" shall have the meaning set forth in Section 4.1.

1.1.67 "**Residential**" shall mean single and multi-family homes, apartments, multi-family, condominiums, mobile homes, and other residential dwellings.

1.1.68 "**Royalty**" or "**Royalties**" shall mean a monthly fee owed to Franchisor by Franchisee that is (i) 5% of Brokerage, plus (ii) a tiered percentage of Gross Revenue as follows: the greater of 7% of Gross Revenue up to $35,000 or $350, $700, $1,050 based on the number of months including and following Opening Date, plus 6% of Gross Revenue from $35,001 – $75,000, plus 5% on Gross Revenue above $75,001.

1.1.69 "**Self-Owned Doors, Keys, Square Feet**" shall mean any Doors, Keys, or Square Feet owned and/or managed by the Franchisee or Affiliates, which are exempt from property management fees.

1.1.70 "**Short-Term Rental(s)**" shall mean Residential properties used for vacation, corporate and executive housing, relocation, and other short-term rentals.

1.1.71 "**Statement of Ownership**" shall mean a document substantially in the form of Addendum B.

1.1.72 "**System**" shall mean PMII's proprietary system, licensed to Franchisor and sub-licensed to you on a non-exclusive basis, including but not limited to, the Marks, business techniques, systems, software, procedures, forms, business procedures, techniques, the manner and method of training,

Franchisor Software, Operation Manual and Materials, standards and procedures for use in the day-to-day operation of the Business.

1.1.73 "**Term"** shall mean the Initial Term or if during a Renewal Term, the Initial Term and Renewal Term, collectively.

1.1.74 "**Territory"** shall mean the non-exclusive geographic area wherein Franchisee will operate Franchisee's Business, as specified in Addendum C.

1.1.75 "**Territory Sales Quota**" or "**TSQ**" means you must produce a minimum of $5,000 in Gross Revenue in month 12 from Opening Date, and a minimum of $10,000 in Gross Revenue by month 24, and a minimum of $15,000 in Gross Revenue in month 36.

1.1.76 "**Trade List**" shall mean a list of service providers that provide services Franchisee's Customers, compiled by Franchisee.

1.1.77 "**Training**" shall mean a six-week program that runs concurrently with Opener and consists of weekly live calls and video training covering numerous topics related to property management and Business operations.

1.1.78 "**Training Program**" shall mean PMI's Greenlight Program, after which Franchisee can open for Business.

1.1.79 "**Transfer**" shall mean the voluntary, involuntary, direct or indirect assignment, sale, gift, pledge, mortgage, or other disposition of any interest in: (i) the Franchise Agreement; (ii) the ownership of Franchisee's business entity; or (iii) any Assets of the Business (other than in the normal course of business).

1.1.80 "**Unit(s)**" shall mean an individual space with a physical address that is located within a common-interest community or that is managed, governed, or overseen by a cooperative or Association.

1.1.81 "**Workshop**" shall mean an in-person workshop that Franchisee is required to attend, which occurs over a period of approximately five (5) Days at a location designated by Franchisor, and that follows Franchisee's completion of the Greenlight Program.

1.2 Grant of Franchise. Franchisor grants to Franchisee, the non-exclusive right to use the System in connection with the establishment and operation of one (1) Business in the Territory. Franchisee agrees to use the Marks and the System as they may be changed, improved, and further developed by Franchisor and its Affiliates, only in accordance with the terms and conditions of this Agreement. Franchisee shall complete the Statement of Ownership found in Addendum B.

1.2.1 Scope of Franchise Operations. Franchisee shall at all times comply with Franchisee's obligations hereunder and shall continuously use its best efforts to promote and operate the Business. Franchisee shall utilize the Marks, Manual, Materials, and System, to operate all aspects of the Business franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by Franchisor. The Business shall offer all products and services that Franchisor shall designate and shall be restricted from offering or selling any products and services not previously approved by Franchisor in writing. Franchisor has the right to add, delete, change, or supplement the types of services that Franchisee provides, at its sole discretion. If Franchisee wishes to provide products and services not previously

offered by Franchisor, Franchisee must first obtain written approval from Franchisor. Franchisee must submit a written request to Franchisor, identifying the product or service and the Franchisee would like to deliver. Franchisor will notify Franchisee in writing whether the request is approved or disapproved within 15 days of receipt. If Franchisor does not respond within the 15-day period, the proposed product or service will be deemed not approved.

1.3 **Franchisor's Discretion.** Franchisor will use its reasonable business judgment in the exercise of its rights, obligations, and discretion, except where otherwise indicated. Franchisor's determination on a given matter will prevail even in cases where other alternatives are also reasonable, so long as Franchisor is intending to benefit, or is acting in a way that could reasonably benefit, any component of the System and/or the Marks, any one or more franchisees, or any other aspect of the System. In order to respond timely to market conditions and the needs and wishes of Customers to the Businesses, Franchisor reserves the right, in its sole and exclusive determination, to vary any standard of the System, the Marks, the Manual or Materials, with such being effective upon notice to Franchisee. Additionally, Franchisor has no obligation to offer consistent terms and conditions to each franchisee in their respective franchise agreements. Due to variables between potential franchisees and various factors, other franchisees may have materially different terms and conditions that those found in this Agreement. Franchisor has no obligation to Franchisee to ensure consistency between franchise agreements and has sole discretion to enter or amend franchise agreements, with terms, conditions, and obligations (including those relating to training, fees, territories, and other items) that vary from this Agreement. Franchisor is also under no obligation to disclose these variations to Franchisee or to grant the same or similar variations to Franchisee.

1.4 **Reservation of Franchisor's Rights.** Franchisee acknowledges that the franchise granted hereunder is non-exclusive and that Franchisor and its Affiliates retain the exclusive right, among others: to use, and to license others to use, the Marks for the operation of Businesses at any location permitted pursuant to this Agreement; to use, license, and franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or at any location, in association with operations that are different than the Business; to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution at any location including within the Territory; to offer services or products, or grant others the right to offer the services or products, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including without limitation, seminars, workshops, books, publications, conferences, speaking engagements, wholesalers, retail outlets, or other distribution outlets (other than Businesses), or by internet commerce or e-commerce (including software, webinars, or other on-line programs), mail order or otherwise, whether inside or outside the Territory; and to acquire businesses that are the same as or similar to a Business and operate such businesses regardless of where such businesses are located; and to be acquired by any third-party which operates businesses that are the same as or similar to the Business regardless of where such businesses are located.

**Other Covenants Relating to the Grant of this License.**

1.4.7 <u>True Statements</u>. All written statements made by Franchisee in connection with its application for this Agreement were, to Franchisee's best knowledge, true when made and continue to be true as of the date of this Agreement.

1.4.8 <u>Designation of Principal Operator</u>. If Franchisee is a business entity, then Franchisee shall designate a Principal Operator. The Principal Operator must be designated by Franchisee and approved

by Franchisor.

1.4.8.1 The Principal Operator must be properly licensed according to the laws in the city, county, and state in which the Business operate; devote his or her time, best efforts, and constant personal attention to the day-to-day operation of the Business; and be present at the Office—during standard business hours—on a daily basis for at least the first two years of operations. . In a state or jurisdiction that requires that a property management company hold a real estate broker license, Franchisee shall identify a Responsible Broker for Franchisee and, if Franchisee is an entity, proof of brokerage license. The Principal Operator cannot have an interest in or business relationship with any other property management company. The Principal Operator must have operations experience, proven management abilities, and have experience or interest in sales and marketing. The Principal Operator must have an employment contract with the Business which authorizes that person to run the Office operations. Additionally, the Principal Operator must sign the Confidentiality and Non-Competition Agreement, substantially in the form of Addendum E, but modified to comport with your state's laws.

## SECTION 2

## OPENING DEADLINE, TERRITORY, AND EQUIPMENT

2.1 **Opening Deadline**. Franchisee will be required to open for business on the earlier of (i) Franchisee's completion of the Training Program or (ii) one-hundred eighty (180) Days after the Effective Date of the Franchise Agreement ("Opening Deadline"). Franchisor may extend the Opening Deadline for a reasonable time (not to exceed thirty (30) Days) in the event factors beyond Franchisee's reasonable control prevent Franchisee from meeting the Opening Deadline, if an extension is requested in writing from Franchisee at least thirty (30) Days before the expiration of the Opening Deadline. The typical length of time between signing a Franchise Agreement and opening a PMI Business depends upon full-time or part-time efforts in the day-to-day management of the PMI Business and can be 90 to 180 days.

2.2 **Territory**. Franchisor and Franchisee have agreed upon the non-exclusive geographic area ("**Territory**") wherein Franchisee will operate Franchisee's Business, as detailed in Addendum C. Franchisee's Territory is delineated by county lines, boundary streets, highways, city, county, state, and/or United States Post Office zip code boundaries. The boundaries of the Territory will not be adjusted without Franchisor's written consent regardless of whether the population of the Territory increases or decreases over time. Franchisor has the right to award a franchise per authorized Pillar for every 50,000 in population density, according to the most recent U.S. Census data. When the population reaches 50,001, Franchisor has the right to award an additional franchise in the territory. As set forth in Section 2.2, Franchisee understands and acknowledges that Franchisee's Business will not be insulated or protected from competition from any other Businesses utilizing the System. Franchisee may have competition with other businesses located within the same Territory. This competition with other businesses cannot be eliminated. Additionally, Franchisee may face competition from other franchises, from outlets Franchisor or its Affiliates own, or from other channels of distribution or competitive brands that Franchisor cannot control.

2.2.1 Territory Sales Quota. You must produce a minimum of $5,000 in Gross Revenue in month 12 from Opening Date ("**Territory Sales Quota**" or TSQ), and a minimum TSQ of $10,000 in Gross Revenue in month 24 from Opening Date and a minimum TSQ of $15,000 in Gross Revenue in month 36 from Opening Date. If you fail to meet your TSQ, we may reduce the geographic size of the Territory to an area we determine and sell an additional franchise in your Territory, or we may terminate the Franchise Agreement.

2.2.2 Non-Exclusive. The license granted by Franchisor to Franchisee is non- exclusive, during the Initial Term, any Interim Period, and any Renewal Term.

2.2.3 Marketing and Solicitation within Territory. Franchisee may not advertise and solicit business outside Franchisee's Territory including, without limitation, direct mail, search engine optimization keywords, search engine marketing, solicitations, and advertising which specifies areas outside Franchisee's Territory, without Franchisor's prior written consent. Notwithstanding the foregoing, if Franchisee receives a lead from outside of Franchisee's Territory that is not the result of advertising or solicitation of business by Franchisee, Franchisee may service that lead. In addition, if any of Franchisee's existing Clients in Franchisee's Territory requires property management services outside Franchisee's Territory, Franchisee may provide property management, maintenance, lease, and Brokerage services for this Client outside Franchisee's Territory, which may include marketing for tenant placement outside of Franchisee's Territory. If Franchisee would like to purchase a Portfolio, Franchisee must first purchase a franchise in the territory where the Portfolio is located and enter into a separate franchise agreement.

Acquired Portfolios may not be managed from outside the Territory.

2.2.4 Designation of Service Providers. Franchisee must abide by all federal, state, and local government guidelines, laws, and regulations concerning the designations of service providers, or individuals, that Franchisee uses in the Business.

2.2.5 Purchase Opportunities Presented by Franchisor. Franchisor may present Franchisee opportunities to buy other property management companies or Portfolios. Franchisor reserves the right to provide these opportunities to any or all franchisees but is not obligated to do so.

2.3 **Franchisee's Business Entity and Office**. Franchisee may own and operate the Franchise Business either as an individual or as a legal business entity (e.g. corporation, limited liability company, partnership, sole proprietorship, etc.). To operate the Franchise Business and have it registered to do business in the state and/or jurisdiction where the Territory is located (as required by law). (See Section 6.4 for restrictions and requirements regarding the Business name). The person or entity identified on the business registration must match the Franchisee on the Agreement. In a jurisdiction that requires that a property management business hold a real estate broker's license, the name of the licensed real estate brokerage entity must match Franchisee and have a licensed Responsible Broker identified. Franchisee shall operate the Business from a single approved office space or home office located within the Territory (the "**Office**"). If the Office is located in a residence, the residence must be owned by Franchisee. If the residence is not owned by Franchisee, the Franchisee must rent professional office space. The Office may be of any size that Franchisee determines is appropriate and may be at any location within Franchisee's Territory. However, Franchisor must approve, in writing, Franchisee's Office location (including the physical address) and it must present a professional image and prominently display Franchisor's logo, if possible, and only Franchisor's Marks. Franchisee may only have one Office. Upon no less than five (5) Business Days prior notice to Franchisee, Franchisor has the right to inspect the Office during normal working hours to ensure that the Office meets these minimum standards. Franchisee is responsible for selecting the location of its Office. Franchisee will prevent the use of the Office for any purpose, business activity, use, or function which is not expressly authorized by this Agreement. As of the Effective Date of this Franchise Agreement, if Franchisee does not have an Office, Franchisee must secure and designate an approved Office prior to the Opening Date.

2.3.1 Office Relocation. During the Term, Franchisee may relocate the Business to another Office within the Territory. Franchisee must notify Franchisor of any proposed relocation site within the Territory at least ten (10) Business Days prior to relocating. Franchisee's relocation must be **pre-approved** by Franchisor (**which approval may be withheld**), in writing, as evidenced by an executed amendment to Addendum C.

2.3.2 New Business or Office. Franchisee may not open or operate another Business or Office at any other location inside or outside of the Territory unless Franchisor approves, and the Franchisee enters into another Franchise Agreement.

2.4 **Primary Pillar**. Unless an EPMC was already providing property management services in multiple Pillars on or before the Effective Date, the Franchisee shall perform under the Residential Pillar as the Primary Pillar unless otherwise approved by PMI. Franchisee will then complete Franchisor's PMI Certification (as further detailed in Section 7 herein) for the selected Primary Pillar, and thereafter, Franchisee can only provide property management for its Primary Pillar. During the Term of this Agreement, if Franchisee wishes to provide property management services in an Additional Pillar,

Franchisee can only do so upon meeting the following criteria: (i) Franchisor determines, in its sole discretion, that Franchisee is properly trained and successfully providing services in its Primary Pillar; (ii) Franchisee is in full compliance with this Agreement, including all monies owed to Franchisor; (iii) Franchisee pays Franchisor a fee of ten-thousand dollars ($10,000) ("**Additional Pillar Fee**"), for each Additional Pillar. If Franchisee is an EPMC at the time of contract expiration, Franchisee agrees to contact Franchisor and utilize Franchisor's acquisition team to help sell either or both the Franchise and the Franchisee's assets. Franchisee agrees to give Franchisor one (1) Year to assist in sale or transfer. Should the Franchisee sell or transfer the business to a non-related entity, Franchisor retains the right to charge a fee of 20% of the sales price on the transaction. An EPMC that is already providing property management services in multiple Pillars will be allowed to continue providing its existing Pillars without the Additional Pillar Requirements. However, following the Effective Date of this Agreement, should such Franchisee add an Additional Pillar, Franchisee must meet the Additional Pillar Requirements.

**Compliance – Local, State, and Federal.**

2.4.1 Necessary Licensure. Franchisee and certain Franchisee employees or contractors must obtain all necessary business licenses, certificates, and permits, as well as real estate and property management licenses required by the city, county, state, and country in which Franchisee will be operating the Business. Franchisee will also be required to conform to any taxation requirements of its locale. Virtually all states will require that Franchisee have licenses necessary to deliver the services contemplated herein. These licenses, including a real estate brokerage license must be in the name of the Franchisee on this Agreement. Franchisor has no responsibility or obligation to help Franchisee secure the required licenses or to find licensed real estate brokers and agents for the Franchisee to contract with, where required. Some states require that the Franchisee have, or properly affiliate/contract with, a licensed real estate broker to run the Business; a Responsible Broker. If Franchisee's Territory resides in one of such states, prior to the Opening Deadline, you must provide PMI with proof of licensure, including the name, address, and licensure information of the real estate broker that will be affiliated with your Business (Responsible Broker). If this broker information changes at any time during the Term of this Agreement, you must immediately provide PMI with the updated information.

2.4.2 Trust Accounts. Franchisee must strictly comply with the relevant federal, state and local laws related to the operation of the Business and the services provided. Franchisor has no obligation to know, understand, educate Franchisee, or ensure Franchisee's compliance with such laws. Such laws include specific regulations regarding Customer trust accounts. Franchisee must reconcile its Customer trust accounts, at all times, according to the laws within the state where Franchisee's Territory resides.

(a) If Franchisee is not in compliance with state, county, and city regulations applicable to trust accounts, Franchisor may terminate this Agreement or require Franchisee to pay Franchisor to reconcile Franchisee's trust accounts. The present monthly fee to reconcile Franchisee's trust accounts is $5.00 per Door(s), Commercial Unit(s), and Key(s), the price for which may be increased in Franchisor's reasonable business discretion.

**Required Equipment, Infrastructure, and Supplies.**

2.4.3 Required Items. Franchisee must possess or purchase the following equipment, infrastructure, and supplies in order to operate the Business; all of which must comply with Franchisor's standards and specifications:

(a) A computer capable of running the latest personal computer operating system and all

required Franchisor Software, regardless of manufacturer;

(b) The Franchisor Software (*e.g.* PMiSOFT, PMiWARE, PMiPrograms, PMiSTR, PMiWorkFlow, Accounting Software, etc.) required under the Agreement or elected by Franchisee, and other software, as directed by Franchisor;

(c) A locking filing cabinet;

(d) A paper shredder;

(e) A high-speed printer/copier/fax/scanner;

(f) A webcam;

(g) Telephone system purchased from our approved vendor;

(h) High-speed internet access;

(i) A smart phone and cellular phone service which allows Franchisee to remotely send and receive email and access the Internet; and

(j) Before Franchisee opens the Business (prior to the Opening Deadline) Franchisee must purchase a start-up package of Business Supplies from the PMiSTORE, presently at a cost of three-hundred fifty dollars ($350), or from an outside vendor. Franchisor will provide Franchisee with a list of Business Supplies that must be purchased. If Franchisee wishes to utilize an outside vendor to purchase any or all of the Business Supplies, Franchisor must provide its advance, written approval.

2.4.4 Software Updates. Franchisee must maintain all Business-related software with all patches and material upgrades that may come from the manufacturer of the software.

2.4.5 Changes to Requirements. Franchisor may at any time change the equipment, infrastructure, supplies, and Franchisor Software required to operate the Business. In such a case, Franchisor will notify Franchisee in writing of the changes, and Franchisee will have a reasonable amount of time (not to exceed sixty (60) Days) within which to make the changes. However, Franchisor will not require Franchisee to purchase a new computer more often than once every three (3) years.

2.5 **Existing Property Management Company ("EPMC") Conversion**. If Franchisee is converting an EPMC, Franchisee shall have sixty (60) days following the Opening Deadline to convert all letterhead, business cards, signage, advertising, etc. over to reflect Franchisee's new name and affiliation.

## SECTION 3

## FEES & REQUIRED SUBSCRIPTIONS, ADVERTISING, AND RECORDS

**Fees and Required Subscriptions.**

3.1.1 Initial Franchise Fee. Franchisee must pay to Franchisor a franchise fee ("**Franchise Fee**") of $_____, by wire transfer, upon your execution of this Agreement. Once we approve you and countersign the Agreement, the Franchise Fee is not refundable, in whole or in part, under any circumstances. Franchisee acknowledges that the Franchise Fee represents payment for the Training and the initial grant of the rights to use the Marks and Systems, and that Franchisor has earned the Franchise Fee upon receipt thereof.

3.1.2 Royalty Fee**.** Franchisee shall pay to Franchisor a monthly Royalty fee that is (i) 5% of Brokerage Revenue; plus (ii) a tiered percentage of Gross Revenue as follows the greater of 7% of Gross Revenue up to $35,000 or $350, $700, $1,050 based on months of operation, plus 6% of Gross Revenue from $35,001-$75,000, plus 5% of Gross Revenue above $75,001. For example, if Franchisee's Gross Revenue is $50,000 and has $4,000 of Brokerage revenue, Franchisee would pay two-hundred dollars, $200, on Brokerage ($4,000 x 5%) plus $3,350 on all other revenue ([$35,000 x 7%] + [$15,000 x 6%]) for a total of $3,550. The Minimum Monthly Royalty Fee is based on months of operation: $350 from the Opening Date through month 23, $700 from month 24-35, and $1,050 from month 36 and beyond. The Royalty Fee is due and payable on the fifteenth (15th) of each month. Royalties begin to accrue upon Opening Date.

3.1.3 Territory Sales Quota. You must produce a minimum of $5,000 in Gross Revenue in the 12th month from Opening Date ("**Territory Sales Quota**" or "**TSQ**"), and a minimum TSQ of $10,000 in Gross Revenue in the 24th month from Opening Date, and a minimum TSQ of $15,000 in Gross Revenue in the 36th month from Opening Date. If you fail to meet your TSQ, we may reduce the geographic size of the Territory to an area we determine and will be calculated accordingly, based on the TSQ thresholds.

3.1.4 Fee Due Dates; Method of Payment. Royalty Fee and the National Marketing Fee, if any, shall be due and payable to Franchisor on the fifteenth (15th) of each calendar month via EFT from Franchisee's Bank Account. All other fees or payments due and owing to Franchisor under this Agreement shall be due and payable on the first (1st) day of each calendar month, unless otherwise stated, and shall be paid via EFT from Franchisee's Bank Account. In connection therewith, Franchisee shall execute the Authorization Agreement for Preauthorized Payment Services, attached to this Agreement as Addendum D. If Franchisee pays any fees to Franchisor by credit card, Franchisee agrees to pay Franchisor a 3.5% service fee. Franchisor has the right to change the method of collection of the Royalty and any other fees and expenses due under this Agreement, with five (5) Business Days' notice to Franchisee.

**Required Subscriptions**

3.1.5 PMiBOOKS Service Fee. Franchisee is required to initially utilize PMiBOOKS, a temporary bookkeeping assistance and training service provided by Franchisor for Doors ("ResidentialBOOKS"), Units ("AssociationBOOKS"), and Keys (STRBOOKS). A copy of the PMI Bookkeeping Services & training program Letter of Understanding is attached hereto as Addenda A. In addition to PMiBOOKS bookkeeping services, PMiBOOKS aids the Franchisee in properly documenting Franchisee's property management, maintenance, and leasing activities. Fees for

PMiBOOKS for Franchisee's Primary Pillar will begin when Franchisee obtains its first Door, Unit, Key, or Square Foot (Feet), as applicable. For Additional Pillars, fees for PMiBOOKS will begin upon Franchisee obtaining its first Door, Unit, Key, or Square Foot (Feet), for that Additional Pillar, as applicable. Franchisee's monthly PMiBOOKS fee will depend on the number and types of properties managed and whether Franchisee purchases additional or optional bookkeeping services from Franchisor. Additionally, the fees associated with PMiBOOKS will change from time to time and Franchisee agrees to pay the then-current pricing. The minimum monthly PMiBOOKS fee is presently (i) for Doors, the greater of (a) $15 per Door managed or (b) $100; (ii) for Units, the greater of: (a) 20% of the management fee the Franchisee is paid for managing Units or (b) $75 per Association plus an initial $3.00 per Unit setup fee; and (iii) for Keys, the greater of (a) $50 per Key or (b) $200 and $250 onboarding fee. The PMiBOOKS fee is payable monthly, to Franchisor, and is due on the first day of each calendar month, to Franchisor. PMiBOOKS is required until Franchisee has completed all training and assignments deemed necessary for Franchisee to demonstrate the ability to manage its bookkeeping, which is judged by Franchisor in its sole and absolute discretion. After this initial period, Franchisee may continue to use PMiBOOKS for that industry Pillar, or Franchisee may implement another bookkeeping staffing solution using PMiSOFT. (Regardless of the bookkeeping staffing solution you choose, you must ensure that the monthly and annual financial statements required under Section 3.4.3 of this Agreement are provided to Franchisor.) Additionally, after coming off of PMiBOOKS, if at any time, PMI discovers that Franchisee's bookkeeping is non-compliant, Franchisee will be required, for a fee, to complete further training and assignments deemed necessary for Franchisee to properly manage Franchisee's bookkeeping, judged by Franchisor in its sole and absolute discretion, and remain on PMiBOOKS for an additional period of time until Franchisee can properly manage Franchisee's bookkeeping, as determined solely by Franchisor.

3.1.6 Software Fees. Before Franchisee opens for Business, which is to occur prior to the Opening Deadline, Franchisee must purchase, register, or subscribe for certain software solutions provided by Franchisor, its Affiliates, or Approved Vendors, including the following:

a) *PMiSOFT*. Franchisee is required to utilize PMiSOFT for Residential and Commercial property management. At this time, there is no monthly or per Door fee to use PMiSOFT. However, such a fee may exist in the future. Franchisor may charge Franchisee up to fifty dollars ($50) per day until Franchisee subscribes to PMiSOFT. Additionally, for an EPMC that converts to a PMI franchise, and who did not use a PMiSOFT software vendor as part of their EPMC, there is presently a one-time fee ("**EPMC Conversion Fee**") ranging from $25-50 per Door, with a minimum fee of one-thousand dollars ($1,000), which fee may change in the future. There are components to the software that may require additional fees. Franchisor reserves the right to change or add Residential and Commercial software vendors at any time, which may cause Franchisee to incur fees and expenses. Franchisee may use a different third-party software provider for Residential and Commercial management if Franchisee obtains written permission from the President of PMI, which permission may be withheld for any reason or no reason at all. If Franchisee is approved to use a third-party software provider, in addition to any fees paid to the third party, Franchisor presently charges Franchisee a monthly software fee of one-hundred dollars ($100) plus one dollar ($1) per Door, due and payable on the first day of each month, which fee may change in the future. This fee is required to pay for Franchisor's costs in adapting third-party software requirements with our System. Franchisor does not make any representations or warranties that the System will work with third-party software.

b) *PMiWARE*. Franchisor requires Franchisee to use PMiWARE for the Associations that Franchisee manages. PMiWARE fees are presently thirty-five dollars ($35) per Association and a one-time set up fee of five-hundred dollars ($500), and they are due and payable to Franchisor on the first day of each month. The cost of PMiWARE may change in the future. To use PMiWARE, Franchisor requires the Association's managed to use a financial institution chosen by Franchisor. There are components to PMiWARE that may have additional fees. Franchisor reserves the right to change or add Association software vendors at any time, which may cause Franchisee to incur fees and expenses. Additionally, for an EPMC that converts to a PMI franchise, and who did not use a Franchisor Software vendor as part of their EPMC, the EPMC Conversion Fee ranges from three dollars ($3) to five dollars ($5) per Unit and a one-time set up fee of five-hundred dollars ($500) per month. Franchisee may use a different third-party software provider for Association management if Franchisee obtains written permission from the President of PMI, which permission may be withheld for any reason, or no reason at all. If Franchisee is approved to use a third-party software provider, in addition to any fees paid to that third-party, Franchisor may charge Franchisee a monthly fee based upon number of Associations managed, number of Units under management, a flat fee, or a combination of all of these options to cover Franchisor's costs into adapting the third-party software requirements to our System. Franchisor does not make any representations or warranties that its System will work with third-party software.

c) *PMiSTR.* Franchisor requires Franchisee to use PMiSTR for any Short-Term Rentals that Franchisee manages. For Franchisees new to Short-Term Rental management, there is presently a one-time software set-up fee of five-hundred dollars ($500) for 1-5 Keys or seven-hundred dollars ($700) for 5+ keys; and (i) a monthly software user fee that is the greater of (a) twenty-five dollars ($25) flat fee or (b) $10.95 fee per key for keys 1-10, $8.95 for keys 11-30, $6.95 per key for keys 31-50, and $4.95 for keys 51+. For more than 2 users, there is a $5.00 per additional user's monthly fee and (ii) a monthly fee of one percent (1%) of the collected gross booking and guest fees. For an EPMC that converts to a PMI franchise, and who did not use PMiSTR as part of their EPMC, the one-time software set-up fee ranges based upon the number of Keys under management, but is generally about $250 per Key, and is due to us at the time of purchase. The fees associated with PMiSTR may change in the future. Franchisor reserves the right to charge guests credit card processing fees, service fees, or handling fees, payable to Franchisor. Franchisor reserves the right to change or add PMiSTR software vendors at any time, which may cause Franchisee to incur fees and expenses.

3.1.7 PMiPrograms. Franchisor requires Franchisee to use PMiPrograms to provide Franchisee with, among other things, referral management and lead management. PMI presently charges Franchisee a Monthly fee applies at the greater of $89 or $1.20 per unit, plus additional charges for extra services as follows: Inbox Add-on is $49 per month plus $0.45 per unit, inbound numbers are charged at $4.00 per number, call minutes at $0.05 per minute (with 250 minutes included), and text messages at $0.025 per text (with 250 messages included), phone carrier registration is $19.00, and phone carrier campaign maintenance is $1.50 with such fee due and payable on the first day of each month. The fees may change in the future. The monthly fee shall commence on the first calendar day of the month following Franchisee's Opening Date. Franchisor reserves the right to change or add Franchisor Software, vendors, and other services at any time, which may cause Franchisee to incur fees and expenses. Some vendors under PMiPrograms are optional, while others are required. Vendors contracted by Franchisor may provide discounts and/or revenue streams to Franchisee based on the agreement with the vendor.

Franchisor may receive rebates from vendors. Franchisor may issue a credit to franchisee if certain vendor services are utilized by Franchisee. Franchisor reserves the right to change discounts and credits at any time. Some vendor services may not be available in every state. Franchisee may use other software solutions or vendors for lead management and referral management, if Franchisee has written permission from the President of PMI, which permission may be withheld for any reason, or no reason at all. If Franchisee is approved to use a third-party software solution, in addition to any fees paid to that third-party, PMI charges Franchisee a monthly flat fee of one-hundred twenty-five dollars ($125), plus one dollar and twenty-five cents ($1.25) per Door, Unit, Key, and Commercial Unit Franchisee manages to cover Franchisor's cost for adapting the third-party software to our System, which fee is due and payable on the first day of each month. This fee may change in the future. Franchisor does not make any representations or warranties that its System will work with third-party software.

3.1.8 Digital Essentials Package Fees. Franchisor requires Franchisee to subscribe to Franchisor's Digital Essentials Package, which fees may change from time to time. The present cost for the Digital Essentials Package is $729 per month for your Primary Pillar, and $250 per month for each Additional Pillar thereafter, with such fees due and payable to Franchisor on the first day of each month following Franchisee's Opening Date. In addition to such fees, at Franchisee's election, Franchisee may participate in Pay Per Click ("**PPC**") campaigns, with such fees to accrue according to Franchisee's designated PPC monthly budget and requested services. All costs associated with the PPC campaign (*e.g.* Google Ad words) will be paid by Franchisee directly to a third-party vendor.

**Advertising and Marketing Fees.**

3.1.9 Local Advertising Quota. Franchisee is required to expend at least two-thousand dollars ($2,000) each month in local advertising activities ("**Local Advertising Quota**") for the Primary Pillar and one thousand dollars ($1,000) for each additional Pillar, commencing on the first day of the month following Franchisee's completion of the Training Program (or in the event Franchisee does not complete the Training Program, for whatever reason, commencing the month following one-hundred eighty (180) Days after the Effective Date of the Franchise Agreement). On the Effective Date, Franchisee must fund a Prepaid Marketing Deposit for the Local Advertising Quota covering Franchisee's first full year of operation (Year 1) in the minimum amount of $24,000. The funds may be used for local branding, advertising, and other marketing activities determined by Franchisor to support the Franchisee's business and the System. Franchisor makes no representation that these funds will be used in any particular manner or amount. The Prepaid Marketing Deposit applies only to the Franchisee's first full year of operation (Year 1) and will satisfy the Year 1 Local Advertising Quota. Beginning in Year 2 and thereafter, Franchisee must spend a minimum of $2,000 per month on marketing and advertising, as required, directed, or approved by Franchisor. Any unused funds will be applied and credited towards Franchisee's ongoing fees until depleted. The deposit is administered, allocated, and controlled by Franchisor in its sole discretion, and Franchisor may, but is not obligated to, consider Franchisee input or the use of approved or designated vendor partners in determining how such funds are used. Franchisee is required to participate in local advertising activities on its own initiative and as reasonably directed by Franchisor at Franchisee's sole cost. Some other marketing and advertising costs will count toward the two-thousand dollars ($2,000) minimum for the Local Advertising Quota. Franchisee may spend any additional amount on Territory advertising and such advertising may take any form (*e.g.* Franchisee's own lead generation campaigns, local advertising and marketing, social media, pay-per-click, pay-per-quote, as well as direct marketing). You may be required to participate in a local or regional advertising cooperative should one be formed. Any funds spent on local or regional advertising cooperatives will apply towards the Local Advertising Quota. All Franchisee advertising must comply with PMI's Brand Guidelines, which will be provided to Franchisee through PMiWAY. Franchisor must approve all advertising before being placed. Franchisee must deliver the proposed advertising to Franchisor no less than fifteen (15) Days before its insertion into any medium. If Franchisor does not respond to Franchisee within fifteen (15) Days from receipt, the proposed advertising shall be deemed not approved.

a) *Other Obligations of Franchisee Related to Local Advertising*. Franchisee must submit a listing of its principal address and telephone to online search directories and white pages and online registrars of the principal address and telephone directory in the Territory. Franchisee may not have a web portal that is separate from Franchisor's without Franchisor's express written permission, which may be granted or denied for any reason or for no reason at all. Franchisee's advertising must never contain any statement or material which may be considered (i) in bad taste or offensive to the public or to any group of persons, (ii) defamatory of any person or group or an attack on any competitor, or (iii) untrue or misleading.

b) *Social Media Marketing*. At Franchisee's election, Franchisee may run additional social media advertising campaigns. All social media advertising must comply with our social media policy included in PMiWAY. Any monies spent on these campaigns count toward the monthly minimum Local Advertising Quota.

c) *Custom Design Services*. Upon Franchisee's election and request, Franchisor may provide Franchisee with custom design services for new advertising and marketing materials, as well as customization of existing advertising and marketing materials. These services may include graphic design, video creation, content creation, and development of marketing collateral such as brochures, banners, documents, flyers, advertisements, and other forms of print media, web media, and digital media. Custom design services will be billed to Franchisee at an hourly rate, which is presently one-hundred and twenty dollars ($120) per hour for regular jobs or one-hundred and sixty dollars ($160) per hour for rush jobs. Franchisor may, from time to time, increase hourly fees for custom design services.

3.1.10 National Marketing Fund. Franchisor has the right, exercisable by written notice to Franchisee, to require Franchisee to pay two percent (2%) of Franchisee's monthly Gross Revenue for national advertising ("**National Marketing Fund**"). The National Marketing Fees will be placed in an interest-bearing account of Franchisor's determination ("**National Marketing Fund**"). Any monies not expended in any year will be carried to the next year. The National Marketing Fund will be administered by Franchisor within its reasonable business discretion and may be used by Franchisor for all advertising expenditures reasonably intended to benefit some or all franchisees, and for the reasonable payments to Franchisor of costs related to administering the National Marketing Fund, such as reasonable salaries, administrative costs, costs allocated to any conferences, travel expenses, and overhead. Any franchises owned by Franchisor or Franchisor's Affiliates will participate in the National Marketing Fund on the same basis as other franchises.

a) *No Guarantee*. Franchisor makes no guarantee to Franchisee or to any other franchisee that advertising expenditures from the National Marketing Fund will result in increased revenues for Franchisee or any other franchisee directly or on a pro rata basis. We will not act as trustee or in any fiduciary capacity with respect to the National Marketing Fund. Franchisor will assume no direct or indirect liability or obligation to Franchisee with respect to collecting amounts due to the National Marketing Fund or with respect to maintaining, directing, or administering the National Marketing Fund. There is no guarantee that any of such funds will be spent in Franchisee's Territory.

b) *Control of National Marketing*. The National Marketing Fee will be used for the creation of various advertising and promotional products and services. The media in which such advertising may be disseminated will be determined by Franchisor. The advertising will be produced by Franchisor, its Affiliate or an advertising agency. Franchisor has established a Franchise Leadership Council ("**Council**"). The Council's representatives are selected by the franchisor's leadership and the previous Council, through an annual selection process. The Council serves in a purely advisory capacity on many matters, including advertising. We have the power to change or dissolve the Council at our sole discretion."

c) *Annual Financial Statement*. Upon Franchisee's prior written request, Franchisor will make available to Franchisee, no later than one-hundred twenty (120) Days after the end of each calendar year, an unaudited annual financial statement for the National Marketing Fund, should such fund be instituted.

3.1.11 Fee Due Dates; Method of Payment. Royalty and the National Marketing Fee, if any, shall be due and payable to Franchisor on the fifteenth of each calendar month via EFT from Franchisee's Bank Account. All other fees or payments due and owing to Franchisor under this Agreement shall be due and

payable on the first day of each calendar month, unless otherwise stated, and shall be paid via EFT from Franchisee's Bank Account. In connection therewith, Franchisee shall execute the Authorization Agreement for Preauthorized Payment Services, attached to this Agreement as Addendum D. If Franchisee pays any fees to Franchisor by credit card, Franchisee agrees to pay Franchisor a 3.5% service fee. Franchisor has the right to change the method of collection of the Royalty and any other fees and expenses due under this Agreement, with five (5) Business Days' notice to Franchisee.

3.1.12 NSF and Late Fees. In the event that Franchisee fails to have sufficient funds in the Account or otherwise fails to pay any Royalty or other fees and expenses due under this Franchise Agreements as of the applicable due date, Franchisee shall, in addition to Royalty and other fees and expenses, pay to Franchisor any Non-Sufficient Funds ("**NSF**") costs incurred by Franchisor, as well as the Late Fees (payable for each day that payment is late or that reports, filings and statements required under this Agreement are late, or other applicable fees as noted herein). This will be automatically assessed and debited or paid along with the late debit or payment of Royalty. Franchisee acknowledges that this Section does not constitute Franchisor's agreement to accept such payments after they are due, or a commitment to extend credit to or otherwise finance the operation of the Business. In no event shall Franchisee be required to pay interest at a rate greater than the maximum interest rate permitted by applicable law. The collection of any Late Fee(s) and the acceptance of any late payment will not diminish Franchisor's right to any other remedies available under this Franchise Agreement.

3.1.13 Application of Payment. Notwithstanding any designation by Franchisee as to the application of Franchisee's payment, Franchisor shall allocate any payments made by Franchisee first to any Late Fees, other fees allowed herein, and interest owed by Franchisee to Franchisor, then to any Royalty or other fees or expenses which are past due, and then to the current Royalty and other fees and expenses owed to Franchisor. The allocation set forth above shall not serve to postpone any payments that are due on any current or future due date.

**Records and Reporting.**

3.1.14 Revenue Records. Franchisee agrees that all revenue received from the Business, regardless of the form (*e.g*. cash, check, credit card, wire, EFT, etc.) is to be deposited into the appropriate bank accounts of Franchisee (i.e. operating account, trust account, etc.). Franchisee must accurately and properly record all revenue at the time the revenue is received by Franchisee. Franchisee must also ensure the Business uses accounting software that electronically ties to Franchisee's banking accounts. Franchisee agrees to retain all computer records, bank records, charge account records, sales slips, orders, return vouchers, sales tax reports, accounting software records, and all of Franchisee's other Business records and related background material for at least five (5) years following the end of the year in which the items were or should have been generated.

3.1.15 Electronic Back-up of Records. Franchisee will maintain current records of the Business as required by the Manual, and backup electronic files and records continuously.

3.1.16 Monthly and Annual Reporting. Franchisee shall submit to Franchisor, within ten (10) business days after the end of each month, a complete and accurate balance sheet, profit and loss statement, and a cash flow statement for that month, or access to your accounting system approved by the Franchisor. Additionally, Franchisee must submit within thirty (30) days after the end of each fiscal year, a balance sheet, profit and loss statement, and cash flow statement for the fiscal year, or access to same. Franchisee must also submit copies of the business's tax returns and personal tax returns of each owner within thirty

(30) days after they have been filed.

## SECTION 4

## TERM AND RIGHT TO RENEW

4.1 **Term.** The initial term of this Franchise Agreement shall be for a period of ten (10) years from the Opening Date ("**Initial Term**"), unless terminated earlier as provided herein. If Franchisor is required by law or under this Agreement to give Franchisee notice before the termination or expiration of this Agreement, and if Franchisor fails to do so, this Agreement will remain in effect until Franchisor has complied with the required notice period. At the end of the Initial Term, Franchisee shall have the option, but not the obligation, to renew its franchise rights for additional ten (10) year terms (each a "**Renewal Term**") as long as Franchisee meets the requirements listed in sections below. (The Initial Term and if in any Renewal Term(s) shall be collectively referred to herein as the "**Term.**")

**Requisites for Renewal.**

4.1.1 In Compliance. At the time Franchisee applies for a Renewal Term, Franchisee must be in compliance (as determined by Franchisor in its reasonable discretion) with this Franchise Agreement, including the payment of all franchise fees due to Franchisor, its Affiliates, Approved Vendors, and other obligations incurred by Franchisee hereunder, as well as any other agreements between Franchisor and Franchisee.

4.1.2 Notice. Franchisee exercises the option to enter into a Renewal Term by giving written notice of such exercise to Franchisor not earlier than one (1) year but no later than one-hundred twenty (120) Days prior to the scheduled expiration of the Initial Term or subsequent Renewal Term.

4.1.3 Renewal Franchise Agreement. Franchisee executes our then-current franchise agreement for the Renewal Term (a "**Renewal Franchise Agreement**") which may contain materially different terms and conditions than this Agreement, and which may modify the boundaries of the Territory.

4.1.4 Renewal Franchise Fee. Franchisee pays a Renewal Franchise Fee of ten-thousand dollars ($10,000) ("**Renewal Franchise Fee**"). The Renewal Franchise Fee is deemed to be earned when Franchisee pays it and is not refundable under any circumstances.

4.1.5 Interim Period. If Franchisee does not sign a Renewal Franchise Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then, at the option of Franchisor, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") for a period not to exceed twelve (12) months following the expiration of this Agreement, or until Franchisor provides Franchisee with written notice of its intent to terminate the Interim Period. In such case, the Interim Period will terminate thirty (30) Days after Franchisee's receipt of the notice to terminate the Interim Period. In the latter case, all obligations of the Parties shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on the Parties upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

## SECTION 5

## PMiWAY, MATERIALS, AND SERVICES PROVIDED BY FRANCHISOR

5.1 **Manual and Materials.** Franchisor will provide Franchisee with access to the Operations Manual through PMiWAY, and provide access too, and/or present other Materials covering Franchisor's standards, specifications, and operating and - procedures that Franchisee is required to utilize and follow in operating the Business. Franchisee will comply with the Manual and the Materials as an essential aspect of Franchisee's obligations under this Agreement, and Franchisee's failure to substantially comply, as determined by Franchisor, with the Manual and Materials will be a breach of this Agreement. The Manual and Materials are Confidential Information and the sole property of Franchisor's Affiliate and shall be used by Franchisee only during the Term of this Agreement and in strict accordance with the terms and conditions hereof.

5.1.1 Changes to Manual or Materials. The Manual and Materials will be updated from time to time, and Franchisee must comply with any changes in every update within the time period provided in such updates. Franchisee is responsible for regularly checking PMiWAY for updates. Additionally, Franchisor will send written notice to Franchisee of any updates or changes. Once Franchisee is notified, Franchisee must make the specified changes. All such changes will be effective when received by Franchisee, unless otherwise noted.

5.2 **Services Provided by Franchisor Prior to Opening the Business.** Prior to Franchisee opening the Business (to occur by the Opening Deadline), Franchisor will provide the following services:

5.2.1 Provide Franchisee with a username and password that grants access to the PMiWAY, which will allow Franchisee to access the Operations Manual, Franchisor Software, forms, contracts, marketing tools, and procedures to run the Business;

5.2.2 Provide Franchisee with a custom website linked to a URL (that is purchased and owned by Franchisor) and provide information which will allow Franchisee to generate email addresses connected to the URL, for Franchisee's employees and agents, as needed (Franchisee is not allowed to conduct the Business under any other URL or website other than the one provided by Franchisor, unless Franchisee obtains Franchisor's express written permission, in advance, which permission can be granted or denied for any reason);

5.2.3 Provide Franchisee with a Territory-specific PMI logo;

5.2.4 Provide Franchisee with the Training Program for its Primary Pillar, as set forth in Section 7;

5.2.5 Add Franchisee's information to Franchisor's web page and customize other promotional material on Franchisor's site for Franchisee's use. Provide Franchisee with a list of Approved Vendors that Franchisee can utilize to purchase much of the equipment, infrastructure, and supplies required to operate the Business;

5.2.6 Provide Franchisee with certain software solutions, including Franchisor's Software, as required and as elected by Franchisee, and at the then-current prices being charged by Franchisor or vendors; and

5.2.7 Provide Franchisee with access to the PMiSTORE.

5.3 **Services Provided or Offered by Franchisor After Opening of Business.** Following Franchisee's opening of the Business (to occur by the Opening Deadline) and during the Term of this Agreement, Franchisor will provide the following services:

5.3.1 We may provide continual updates and information to you through PMiWAY.

5.3.2 Provide Franchisee with certain software solutions, including Franchisor's Software, as required and as elected by Franchisee, and at the then-current prices being charged by Franchisor or vendors;

5.3.3 Franchisor may provide Franchisee with leads that originate in Franchisee's Territory and which Franchisor obtains through Franchisor's website. There is no guarantee that any leads will be generated, or if generated, will be within the Territory;

5.3.4 Provide Franchisee Workshop, PMiLAUNCH for Franchisee's Primary Pillar and if Franchisee has met the Additional Pillar Requirements, provide Franchisee with PMI Certification for Additional Pillars, as applicable, some of which may require Franchisee to pay tuition, registration fees, and travel expenses;

5.3.5 Provide Franchisee Continuing Education as Franchisor deems appropriate, some of which may require Franchisee to pay tuition, registration fees, and travel expenses;

5.3.6 Provide updates to the Manual, Materials, System, and Marks, at a frequency which Franchisor shall determine;

5.3.7 Provide Franchisee with certain promotional and advertising materials developed by Franchisor;

5.3.8 If requested by Franchisee, and if approved by Franchisor, provide Extraordinary Training at a location determined by Franchisor. Franchisee will pay the travel, room, board, and the then-published daily fee for such services;

5.3.9 Provide, for the then-current fees, PMiBOOKS until Franchisee has completed all training and assignments deemed necessary for Franchisee to demonstrate the ability to properly manage its bookkeeping, which is judged by PMI in its sole and absolute discretion. Thereafter, Franchisee can elect to remain on PMiBOOKS as long as Franchisee continues to subscribe (as approved by Franchisor). Additionally, after coming off of PMiBOOKS, if at any time, Franchisor discovers that Franchisee's bookkeeping is non-compliant, Franchisee will be required to complete further training and assignments deemed necessary for Franchisee to properly manage its bookkeeping, judged by Franchisor in its sole and absolute discretion, and remain on PMiBOOKS for an additional period of time until Franchisor deems Franchisee can properly manage its bookkeeping, determined in Franchisor's sole discretion;

5.3.10 Provide, for a fee, the Digital Essentials Package to Franchisee.

5.4 **No Obligation to Provide Other Services.** Except for as described above, or as otherwise found in this Agreement, Franchisor is not required to offer or provide any other items, assistance, education, or services to Franchisee.

5.5 **Optional Services.** At Franchisor's election, Franchisor may provide Franchisee opportunities to receive referrals from National Accounts or enter into relationships with Preferred Vendors, on terms negotiated by Franchisor. Franchisor will negotiate the terms of such agreements at its sole discretion.

Franchisor is not obligated to provide referrals or opportunities with Preferred Vendors to any franchisee and may also send referrals to an entity that is not a franchisee. Franchisee will never be obligated to accept a referral from a National Account. Should Franchisee enter into any relationship with a National Account or a Preferred Vendor (under the direction of Franchisor), Franchisee must strictly abide by the terms of such agreement. Failure to strictly comply could result in termination of this Franchise Agreement.

## SECTION 6

## INTELLECTUAL PROPERTY

6.1 **Intellectual Property.** Franchisee and its Owners and Guarantors, if any, acknowledge that each and every component of the System, the Marks, each component of Franchisor's Confidential Information, including its copyrighted materials, and all of the rest of the confidential matters, procedures, methods of operation, systems, techniques, pricing, accounting systems and procedures, specifications, Manual, Materials, business plans, and marketing (collectively, "**Intellectual Property**") constitutes proprietary trade secrets of Franchisor or its Affiliates.

6.1.1 Non-Exclusive Sublicense. The Intellectual Property is being sublicensed to Franchisee by this Agreement on a non-exclusive basis and may be used by Franchisee only as described in the Franchise Agreement or as allowed by the Manual. Except as permitted by this non-exclusive sublicense, Franchisee acknowledges that Franchisee has not acquired and will not acquire in the future any right, title, or interest in the Intellectual Property.

6.1.2 No Duplication. Franchisee agrees not to copy or otherwise duplicate any portion of the Intellectual Property without Franchisor's express written permission, which may be granted or denied for any reason or for no reason at all.

6.1.3 Protection. Franchisee agrees to: (a) fully and strictly adhere to all security procedures prescribed by Franchisor for maintaining the secrecy of each component of the Intellectual Property; (b) disclose Confidential Information to Franchisee's employees only to the extent necessary to conduct the Business; (c) refrain from using any component of the Intellectual Property in any other business or in any manner not specifically authorized or approved by Franchisor in writing; and (d) exercise the highest degree of diligence to maintain the absolute confidentiality of all Intellectual Property during and after the Term of this Agreement.

6.1.4 No Interference. Franchisee agrees not to: (a) directly or indirectly contest nor aid in contesting the validity of the ownership of the Intellectual Property, including the Marks; (b) nor in any manner interfere with or attempt to prohibit Franchisor's or its Affiliate's use of the Intellectual Property, including the Marks; or (c) interfere with the use of the Intellectual Property, including the Marks, by Franchisor's other franchisees or licensees.

6.1.5 Termination of Franchisor Licensing Agreements. In the event that any or all licensing agreements between Franchisor and its Affiliates are terminated, Franchisee's non-exclusive sublicense will be automatically terminated. If such termination occurs, Franchisor agrees to allow Franchisee to enter into a licensing agreement with the Affiliates who own the Intellectual Property, as long as Franchisee is operating the Business and the sublicense in accordance with the terms and conditions of this Agreement and is not in default beyond any applicable cure period.

6.1.6 Litigation. Franchisor has the right to control any administrative proceedings or litigation involving a Mark. Franchisor will not indemnify Franchisee for any action taken by Franchisee by a third party, based solely on alleged infringement, unfair competition, or similar claims about the Marks. Moreover, Franchisor has no obligation to defend or indemnify Franchisee if the claim against Franchisee is related to Franchisee's use of the Marks.

**Use and Change of Marks.**

6.1.7 Franchisee's Use of Marks. Franchisee has the right to use the Marks only in the Territory and only for so long as Franchisee shall fully perform and comply with all of the conditions, terms, and covenants of this Agreement and Franchisor's policies and procedures that Franchisor prescribes from time to time. Except as permitted in the Manual, Franchisee shall not use any of the Marks as part of an electronic mail address or on any sites on the Internet, and Franchisee shall not use or register any of the Marks as part of a domain name on the Internet unless agreed to by Franchisor, in advance, in writing. Franchisee also agrees that Franchisee is obligated to maintain the confidentiality of the Marks in accordance with the terms of this Agreement. All other use of the Marks in advertising must be with Franchisor's prior written approval as set forth in this Agreement and in the Manual.

6.1.8 Modification of Marks. In the event that Franchisor, in its sole discretion, shall determine it necessary to modify or discontinue use of Marks or to develop additional or substitute marks, Franchisee will, within a reasonable time after receipt of written notice of such a modification or discontinuation, take such action, at Franchisee's sole expense, as may be necessary to comply with such modification, discontinuation, addition, or substitution.

6.1.9 No Use of Other Marks. No marks, logotypes, trade names, trademarks or the like, other than specifically approved by Franchisor, shall be used in the identification, marketing, promotion, or operation of the Business.

6.1.10 Ownership. Any marketing or Business materials created by Franchisee during the Term which use the Marks, or any other Intellectual Property, marketing, or business materials, processes, programs, or systems owned by Franchisor or its Affiliates, shall be owned by Franchisor or its Affiliates.

6.1.11 Cease and Desist. In the event this Agreement is terminated, or it is determined, in Franchisor's sole and absolute discretion, that the Marks infringe upon the rights of another entity in Franchisee's state that has superior claim to the Marks or any portion thereof, Franchisor has the right to require Franchisee to discontinue and cease and desist from the use of all Marks and other material relating to the System. This may result in Franchisee's Business incurring significant costs and expenses that shall be the sole burden of Franchisee.

**Infringement.**

6.1.12 Notification. Franchisee will notify Franchisor in writing of any possible infringement on the Marks, component of the System, or any part of the copyrighted materials or the use by others of any Mark, any portion of the System, or any copyrighted materials that may be the same as, or confusingly similar to, that are used by Franchisor. Franchisee will have no right to make any demand or to prosecute any claim against any alleged infringer. Franchisor will not pay any franchisee for exercising these rights.

6.1.13 Franchisor's Authority. Franchisor is required to maintain the goodwill of the Marks by ensuring

that Franchisee and all franchisees use the Marks only in compliance with their respective franchise agreements. Franchisor shall have the right, in its sole discretion, to determine whether any action will be taken because of possible infringement or illegal use of the Marks, component of the System, or any part of the copyrighted materials. Franchisee agrees to fully comply with Franchisor's decisions related to such and to cooperate with Franchisor in any related disputes or litigation.

6.2 **Business Name.** Franchisee acknowledges that Franchisor and its Affiliates have a prior and superior claim to each portion of the Marks. Franchisee will not use the Marks, or any portion of the Marks, "Property Management Inc.," "PMI," or "Making Property Management Manageable" in the name of Franchisee's legal business entity that is registered with the appropriate state agency (*e.g.* Department of Commerce) to conduct the Business. Franchisee also agrees not to register or attempt to register a trade name using anything similar to the Marks. If Franchisee's Territory is located in Pennsylvania, pursuant to an agreement between Franchisor and an existing property management company located in Pennsylvania ("**PA Agreement**"), Franchisee will not be able to use Marks containing "Property Management, Inc." and must abide by the provisions of the PA Agreement and the Operations Manual. If in Pennsylvania, and if set forth in the Operations Manual, Franchisee will be directed to Marks bearing "Property Management International" or "PMI" and shall utilize an approved "DBA". All other franchisees must use the terms "PMI" as part of a fictitious or "doing business as" ("**DBA**") name, and the DBA must be registered in order to be connected to their registered legal business entity. Franchisor must approve, in writing, of the DBA to be used by Franchisee to conduct Business prior to Opening. Once approved, Franchisee may not use another DBA without written approval from Franchisor. Once approved, fees will apply for changes to the DBA.

6.3 **System.** Franchisee must operate the Business in strict accordance with the System. Franchisee acknowledges that Franchisor has valuable rights in and to the System and Franchisee agrees that Franchisee will not alter, change, or modify the System in any way, without Franchisor's prior written consent and approval, which Franchisor may grant or deny for any or no reason.

6.4 **Ownership of Customer List and Trade List.** In operating the Business, Franchisee will create a Customer List and a Trade List. Franchisee agrees that the Customer List and the Trade List were created through the use of the System and the Marks. As a result, during the Term of this Agreement, Franchisee agrees that the Customer List and the Trade List (also known as Franchisee Portfolio, Franchisee Assets, Franchisee's Business) be jointly owned by Franchisor and Franchisee. Upon termination of this Agreement prior to expiration, Franchisee shall be subject to the non-compete provisions set forth in this Agreement, and Franchisee's Customer List and Trade List shall become the exclusive property of Franchisor. Upon expiration of the Agreement, in the event that Franchisee is subject to a post-expiration non-compete, Franchisee's Customer List and Trade Listshall become the exclusive property of Franchisor, at no additional cost to Franchisor, and Franchisee or any party affiliated with Franchisee will have no rights to manage any portion of Franchisee Business.

6.5 **Confidentiality.** Franchisee may never during Term, or at any time after the termination or expiration of this Agreement, reveal any component of the Marks or System to any person or entity, and Franchisee cannot use it for any other business. Franchisee may not copy any portion of the System or the Marks unless Franchisor specifically authorizes such use in writing.

## SECTION 7

## TRAINING PROGRAM

7.1 **PMI Certification**. Franchisee is required to receive full training on each Pillar, prior to being eligible to offer such Pillar services as part of its Business. (As detailed in Section 2.4 herein, Franchisee must meet all Additional Pillar Requirements for each Additional Pillar it wishes to provide as part of its Business.) As further detailed in this Section 7, for each Pillar, Franchisee's Principal Operator and up to one other person of Franchisee's choosing, must complete (i) the Training Program, (ii) Workshop, (iii) PMiLAUNCH, and (iv) the business must meet the 12 month TSQ.

7.2 **Training Program.** Following the Effective Date of this Agreement, the Principal Operator and up to one other person of Franchisee's choice, are required to participate in and successfully complete Franchisor's initial Training Program for Franchisee's Primary Pillar. Thereafter, for each Additional Pillar that Franchisee elects to provide as part of its Business, Franchisee's Principal Operator and up to one other person of Franchisee's choosing, is required to successfully complete the Training Program for the Additional Pillar.

7.2.1 Location. The Training Program will take place remotely, via telephone, webinars, web-based tools, and instructional videos and tutorials. Franchisee will participate from its Office or other location of Franchisee's choosing, and Franchisor will participate from its corporate headquarters.

7.2.2 Content. Each week, the Training Program includes scheduled and supervised training that is conducted by Franchisor via conference call or webinar. The number of hours required for the Training Program may vary, depending on Franchisee's business experience, real estate and property management experience, licenses held, and existing business structure.

7.2.3 Participants. Following the Effective Date of the Agreement, Franchisee shall designate the individuals (the Principal Operator and up to one other person of Franchisee's choosing) who will be participating in the Training Program on behalf of Franchisee. Training Program participants will not receive any compensation from Franchisor during Franchisor's Training Program.

7.2.4 Completion. Franchisee must successfully complete the Primary Pillar Training Program within one-hundred eighty (180) Days of the Effective Date of the Agreement. The Primary Pillar Training Program must be completed before Franchisee can open for Business. For any Training Program, if the Principal Operator or any other person designated to attend a Training Program fails to satisfactorily complete the program or if a Principal Operator ceases to hold the position at Franchisee's Business, Franchisee must designate a replacement to promptly attend and satisfactorily complete the Training Program, at Franchisee's expense.

7.2.5 Compliance with Content. Franchisee will be responsible for full compliance with the requirements taught during the Training Program. Franchisee will cause its employees or agent to be trained in the requirements related to their respective duties.

7.3 **Real Estate Brokers License.** Where required by law for a property management business, Franchisee must obtain a real estate brokerage license for the franchise entity with a licensed Responsible Broker assigned to the franchise entity, prior to the Opening Date. Failure to obtain required licensing may result in termination and forfeiture of your Initial Franchise Fee and any payments made to third parties. Licensing requirements vary by State, and it is solely your responsibility to comply with licensing

law in your jurisdiction.

7.4 **Workshop.** For each Pillar, following Franchisee's successful completion of the Greenlight Program, Franchisee's Principal Operator, and up to one other person of Franchisee's choosing, is required to attend Workshop.

7.4.1 Content and Location. Workshop occurs over a period of approximately five (5) days at a location designated by Franchisor. Franchisee is required to attend all scheduled meetings, seminars, and team-building activities throughout Workshop.

7.4.2 Expenses. Franchisor does not charge a fee for the Initial Workshop for up to two attendees. However, additional attendees will be charged our then current fee, which is presently $1,000 per person. Franchisee will be responsible for all travel expenses, living expenses, and wages incurred by the individuals who attend Workshop on behalf of Franchisee.

7.4.3 Completion. For its Primary and Additional Pillars, Franchisee is required to attend and complete Workshop within their assigned Launch cycle.

7.4.4 **PMiLAUNCH.** For each Pillar, immediately following Opening Date, Franchisee's Principal Operator and up to one other person of Franchisee's choosing, is required to participate in and successfully complete PMiLAUNCH.

7.4.5 Content and Location. PMiLAUNCH is a task-based implementation program that helps Franchisee take advantage of and participate in Franchisor's System. PMiLAUNCH will take place remotely, via telephone, webinars, web-based tools, and instructional videos and tutorials. Franchisee will participate from its Office or other location of Franchisee's choosing.

7.4.6 Fee. Franchisor does not charge Franchisee a fee for Franchisee's Initial Workshop. Training fees will apply to additional Pillar Training (and Launch).

7.4.7 Completion. Franchisee is required to participate in PMiLAUNCH until Franchisee's Gross Revenue in the applicable Pillar exceeds three-thousand dollars ($3,000) per month. All individuals participating in PMiLAUNCH must sign a Confidentiality and Non-Disclosure Agreement substantially in the form of Addendum E.

7.5 **Continuing Education.** From time to time during the Term of the Franchise Agreement, Franchisor may present or provide programs, seminars, conferences, conventions, and continuing education (collectively, "**Continuing Education**") including but not limited to, Refresher Courses (defined below), Extraordinary Training, and the Annual Summit. Some of these programs may be optional and some may be mandatory. Franchisee or its Principal Operator shall be required to attend any mandatory Continuing Education. Franchisor will give Franchisee at least sixty (60) Days' prior written notice of any Continuing Education which is deemed mandatory. Franchisee will be responsible for all travel and living expenses associated with attendance at mandatory Continuing Education. All individuals participating in Continuing Education must sign a Confidentiality and Non-Disclosure Agreement substantially in the form of Addendum E.

7.5.1 Refresher Courses. "**Refresher Courses**" are courses that cover subjects similar to other previous training topics, which topics may have been updated from the time Franchisee participated in such training. Refresher Courses may require a fee, and all franchisees must pay their own travel expenses, if

any, which will likely range from five-hundred dollars ($500) to twenty-five-hundred dollars ($2,500). Franchisee is responsible for all expenses incurred by Franchisee or Franchisee's personnel who attend Refresher Courses, including, but not limited to, the cost of travel, lodging, meals, and wages. Franchisor will give Franchisee at least sixty (60) days' notice of any Refresher Courses that are mandatory. If held by webinar or conference call, Refresher Courses will be no longer than two hours. If held in-person, they will (i) be held at a time and location that Franchisor chooses (in the continental United States); (ii) not be longer than three (3) days; and (iii) attendance will not be required more than once a year.

7.5.2 Extraordinary Training. Franchisee may request additional training which Franchisor may, in its sole discretion, provide to Franchisee. All costs associated with Extraordinary Training will be Franchisee's responsibility, including any fees that Franchisor charges to provide such services and Franchisor expenses. Such services are more fully described in the Manual, as are the current fees and charges that Franchisor assesses for such training.

7.5.3 Annual Summit. Franchisor may hold an Annual Summit, which will require Franchisee to attend. The Annual Summit will provide updated policies and procedures, new initiatives, break-out seminars, and recognition of new and outstanding franchisees. Franchisee will be responsible for the payment of the then-current registration fees and all expenses for travel, accommodations, food, and other expenses incurred. Should Franchisee not attend Summit, Franchisor reserves the right to collect the standard registration fee.

## SECTION 8

## COMPLIANCE AND QUALITY MEASURES

8.1 **Compliance with System and Applicable Laws.** In addition to all other obligations and representations of Franchisee, as set forth in this Agreement, Franchisee agrees to strictly follow the System, the Manual, Materials, and other systems, procedures, forms, and agreements, promulgated or provided by Franchisor from time to time. Franchisee also agrees to comply with all applicable laws, ordinances, and regulations, or rulings of every nature whatsoever that in any way regulate or affect the operation of the Business.

8.1.1 Franchisee agrees to be in full compliance with Section 8.1 upon opening the franchise, or upon completion of the Greenlight Program. If Franchisee is not in compliance with such, Franchisee shall incur a twenty-five dollar ($25.00) per day non-compliance fee, in addition to any other specified fees and Late Fees, until compliance is achieved.

**Inspections and Audits.**

8.1.2 Maintenance and Inspection of Records. All of Franchisee's books, records, and tax returns will be kept and maintained at the Office or such other place as may be agreed to in writing by the Parties. Upon no less than two (2) Business Days' prior notice (notice can take any form, *e.g.* phone call, email, mail, etc.), Franchisor (or representatives of Franchisor) may, during normal business hours, review, audit, inspect, and copy any of Franchisee's accounting records, tax records (including personal tax returns of Owners), management contracts, lease agreements, service provider contracts, and similar documents, as reasonably determined as being necessary to audit compliance with this Agreement.

8.1.3 Right to Confer with Franchisee's Contacts. Franchisor's representatives have the right, during normal business hours, to confer with Franchisee's employees, property owners, tenants, service

providers, or other Customers or Clients.

8.1.4 Audit; Audit Fee. If Franchisor wishes to conduct an audit or inspection of Franchisee's business records and/or of the monthly and annual reports required in Section 3.4.3, Franchisor shall give Franchisee at least two (2) Business Days' notice, which notice can take any form (*e.g.* phone call, email, mail, etc.). If Franchisor's inspection or audit reveals that the Brokerage or Gross Revenue reported by Franchisee is understated by five percent (5%) or more, Franchisee must pay Franchisor the Audit Fee.

8.2 **Business Standards.** Franchisee agrees to operate the Business in strict accordance with Franchisor's System, including but not limited to, compliance with the following:

8.2.1 Services. Franchisee agrees to provide only the services Franchisor specifies in the Manual, which may be amended from time to time. Franchisee agrees that all goods or services supplied by the Business shall comply with Franchisor's standards and specifications. If Franchisee wishes to provide services not previously offered by Franchisor in connection with the Business, Franchisee must obtain Franchisor's written approval for any such new service by submitting to Franchisor a written request identifying the service, manner, and method by which it will be delivered to the Customer. Franchisor will notify Franchisee of Franchisor's approval or disapproval within fifteen (15) Days after Franchisor receives all information. If Franchisor does not respond within the fifteen (15) day period, the proposed services will be deemed not approved. There are no other written criteria for approving any additional services.

8.2.2 Approved Vendors. Franchisee must purchase goods or utilize services from Franchisor's Approved Vendors. Except in the case of Business Supplies (which requirements and exception process is discussed in Section 2.6.1(i) of this Agreement), if Franchisee wishes to utilize an outside or unapproved vendor, Franchisee must obtain Franchisor's approval by submitting to Franchisor a written request identifying the company and by also supplying Franchisor with a sample of the products. Franchisor will notify Franchisee of Franchisor's approval or disapproval within 15 Days after Franchisor receives all information which Franchisor may request from Franchisee or the proposed supplier. If Franchisor does not respond within the 15 Day period, the proposed vendor will be deemed not approved. There are no other written criteria for approving a vendor or supplier.

8.2.3 Hours of Operation. Franchisee must operate the Business during the hours set forth in the Manual and any other hours outside of these hours deemed necessary.

8.2.4 Customer Service. Franchisee will give prompt, courteous, and efficient service to Franchisee's Customers so as to preserve, maintain, and enhance the reputation and goodwill of the Business and the System. In addition, at any time that Franchisee interacts with the public or represents the Business or meets with existing or prospective property owners, existing or prospective tenants, Customers, Clients, or existing or prospective service providers, Franchisee must be dressed in a professional manner, wearing at least one prominent PMI branded article of clothing.

8.2.5 Timely Delivery of all Reports and Fees. Franchisee will timely deliver to Franchisor all reports and fees as required in this Agreement or in the Manual. Franchisee agrees to send to Franchisor, in the form and within the time schedules set forth herein and/or in the Manual, all required reports and information, including the monthly and annual reports detailed in Section 3.4.3 herein.

8.2.6 Employee Restrictive Covenants. Franchisee agrees to have its employees, agents, contractors, and all individuals that take an active role in the operation of the Business sign a Confidentiality and Non-

Competition Agreement, substantially in the form of Addendum E to this Franchise Agreement, within ten (10) business days of hire by Franchisee.

8.2.7 Background Checks. Franchisee will be subject to a background check, to include credit, by Franchisor.

## SECTION 9

## TRANSFERS

9.1 **Sale or Assignment by Franchisor.** This Agreement and all rights and obligations hereunder are fully assignable and transferable by Franchisor and, if so assigned or transferred, shall be binding upon and inure to the benefit of Franchisor's successors and assigns. Franchisee waives all claims, demands, and damages with respect to any assignment or Transfer.

**Transfer by Franchisee.**

9.1.1 No Transfer Without Franchisor's Approval. This Agreement is personal as to Franchisee and is being entered into in reliance upon, and in consideration of, the qualifications and representations of Franchisee and its Owners, if Franchisee is an entity. Therefore, this Agreement, any of its rights or privileges, and any equitable, capital, voting, non-voting, or other interest in the franchise, if it is an entity, may be assigned, sold, transferred, or divided in any manner by Franchisee or any of its Owners only after Franchisee has obtained Franchisor's express prior written approval in accordance with the terms and conditions of this Agreement. Franchisee must consult with Franchisor prior to any attempt to sell or Transfer. Franchisor may, but is not required, to discuss with Franchisee marketing strategies and channels, and valuation ranges. Except as expressly provided for in this Agreement, any attempt by Franchisee to Transfer any of Franchisee's rights or interest under this Agreement will constitute a material breach of this Agreement. In that event, Franchisor will have the right to terminate this Agreement upon written notice to Franchisee. Franchisor will not be bound by any attempted Transfer in any manner whatsoever, by law or otherwise, of any of Franchisee's rights or interests under this Agreement.

9.1.2 Franchisor Sales Fee. If Franchisee requests Franchisor's efforts in a Transfer, Franchisor's fee shall be a five-thousand dollar ($5,000) sales commission fee or a fee in the amount of 5% of the closed sale price, whichever amount is greater, in addition to the Transfer Fee, which is currently twelve-thousand dollars ($12,000). Franchisor bears no responsibility or liability for Franchisee's ultimate marketing strategies, valuation ranges, or selling efforts.

**Conditions to Approval of any Transfer.**

9.1.3 Notice; Provide Documentation. Franchisee must give no less than sixty (60) Days' written notice to Franchisor of its request to Transfer. At the time of providing such notice, Franchisee shall provide Franchisor with all documentation relating to the proposed Transfer of the Franchise or the Business. Franchisor's approval will be based upon Franchisor's reasonable business judgment and will be conditioned as described herein.

9.1.4 Criteria for Determining Suitability of Proposed Transferee. In determining the acceptability of the proposed transferee, Franchisor will consider, among other things, Franchisor's then-current standards for new franchisees, including the net worth, credit worthiness, background, training, personality, reputation, and business experience of the proposed transferee, the terms and conditions of the Transfer,

and any other circumstances Franchisor deems relevant.

9.1.5 Right to Meet with Proposed Transferee; Liability. Franchisor has the right to meet and candidly discuss all matters relating to the Agreement, Franchisee, proposed Transfer, and the Business with the potential transferee. In no case may Franchisee or a proposed transferee rely on Franchisor to review or evaluate any proposed Transfer. Franchisor will not be liable to Franchisee, its Owners or the transferee, or any other person or entity relating to the Transfer.

9.1.6 Prerequisite Conditions. As a condition of any Transfer otherwise permitted under this Agreement, Franchisee agrees as follows:

(a) Franchisee can only Transfer its Assets to an existing PMI franchisee ("**PMIEF**") or transferee who has been qualified and approved to be a PMI Franchisee by Franchisor;

(b) Franchisee must be in full compliance with this Agreement and any other agreement between Franchisor and Franchisee, and not be in default hereunder;

(c) All accounts payable and other monetary obligations to Franchisor or any Affiliates must be paid in full prior to the Transfer;

(d) Franchisee must have submitted to Franchisor all required reports, financial statements, and other documents;

(e) The terms and conditions of the proposed Transfer must be provided in writing to Franchisor;

(f) The transferee must agree to sign the then-current form of Franchisor's franchise agreement and fully modernize the Business to the level required of new franchisees;

(g) The transferee must agree to complete PMI Certification for each Pillar currently being offered in the Business and pay tuition (if any) that is then being charged to new franchisees, including the Additional Pillar Fee for each Pillar beyond their Primary Pillar. The transferee must also agree to pay for all travel, room, and board expenses incurred by transferee and its employees;

(h) Franchisee must pay Franchisor the then-current Transfer Fee (which is currently twelve-thousand dollars ($12,000));

(i) Franchisee and each of its Owners must execute Franchisor's then current forms evidencing a Transfer of the Franchise, which shall include a release of Franchisor

(j) The transferee, or the stockholders, partners, members, or trustees and beneficiaries of a proposed entity transferee, must each execute a personal guaranty of the transferee's franchise agreement, substantially in the form attached to this Agreement as Addendum F, jointly and severally guaranteeing the performance of the proposed transferee's obligations; and

(k) The Transfer is not to a potential franchisee that has been in discussions with Franchisor to purchase a franchise at any time during the past twenty-four (24) months, unless the purchase is in addition to the contemplated transaction with Franchisor.

9.2 **Invalidity of Transfers.** Involuntary Transfers of this Agreement by Franchisee, such as by legal process including, but not limited to bankruptcy, assignment for the benefit of creditors, assignment as security for any financial or non-financial matter, or otherwise, are not permitted, are not binding on Franchisor, and are grounds for the termination of this Agreement. Franchisee agrees that using this Agreement as security for a loan, or otherwise encumbering this Agreement, is prohibited unless Franchisor specifically consents to any such action in writing prior to the proposed transaction.

9.3 **Transfer Among Owners or to a Controlled Entity.** If a proposed Transfer is approved by Franchisor, and the proposed Transfer is only among existing Owners or by Franchisee to a corporation or limited liability company owned not less than fifty-one percent (51%) by the pre-existing Franchisee(s), no Transfer Fee will be required, and Franchisor shall not be entitled to exercise its "Right of First Refusal," as set forth in Section 9.4.

**Death or Incapacity.**

9.3.1 Upon the death or Permanent Disability (defined in Section 9.6.2) of Franchisee (or the Owner controlling the Franchisee entity), the executor, administrator, conservator, guardian, or other personal representative of such person shall Transfer Franchisee's interest in this Agreement or such interest in Franchisee entity to an approved (in writing by Franchisor) third party, who may be the heirs or successors of the deceased or disabled individual. Such disposition of this Agreement or such interest (including, without limitation, transfer by operation of law, intestacy, bequest, or inheritance) shall be completed within a reasonable time, not to exceed one-hundred twenty (120) Days from the date of death or Permanent Disability and shall be subject to all terms and conditions applicable to Transfers contained in this Section 9 as though the transferee were being introduced to Franchisor by the deceased or disabled Franchisee. Failure to Transfer the interest in this Agreement or such interest in Franchisee entity within the one-hundred twenty (120) Day time-period shall constitute a breach of this Agreement.

9.3.2 For the purposes hereof, the term "**Permanent Disability**" shall mean a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee or the Owner of a controlling interest in a Franchisee entity from supervising the management and operation of the Business for a period of one-hundred twenty (120) Days from the onset of such disability, impairment, or condition.

9.4 **Right of First Refusal.** Franchisee agrees that any Transfer is subject to Franchisor's right of first refusal to purchase such rights, interest, or Assets or assign such rights to its Affiliates or franchisees on the same terms and conditions as are contained in the written offer for the Transfer ("**Right of First Refusal**"), and the following additional terms and conditions shall apply:

9.4.1 Franchisee must notify Franchisor of such offer by sending a written notice to Franchisor (which notice may be the same notice of the proposed Transfer as required by Section 9.3.1 above), enclosing a copy of the written offer from the proposed transferee;

9.4.2 Franchisor shall have a period of thirty (30) Days to accept or not accept the terms of the Transfer and the transferee or exercise its Right of First Refusal;

9.4.3 Such Right of First Refusal is effective for each proposed Transfer, and any material change in the terms or conditions of the proposed Transfer shall be deemed a separate offer on which a new Right of First Refusal shall be given to Franchisor, as required by this Section 9; and

9.4.4 If Franchisor does not exercise its Right of First Refusal, Franchisee will be free to complete the Transfer, subject to compliance with this Section 9. Franchisor's failure to reply to Franchisee's notice of a proposed sale within the thirty (30) Day period is deemed a waiver of such Right of First Refusal.

## SECTION 10

## DEFAULT AND TERMINATION

10.1 **Termination by Franchisor - Effective upon Notice.** Franchisor has the right, at its option, to terminate this Agreement and all rights granted Franchisee hereunder without affording Franchisee any opportunity to cure any default (subject to any state laws to the contrary) effective immediately and without notice, for the following reasons:

10.1.1 Failure to Open. If Franchisee fails to open by the Opening Deadline;

10.1.2 Ceases Operation. If Franchisee ceases to operate the Business or otherwise abandons the Business for a period of seven (7) consecutive Days or any shorter period that indicates Franchisee's intent to discontinue operation of the Business;

10.1.3 Insolvency. If Franchisee: (i) becomes insolvent, as that term is commonly defined using generally accepted accounting principles, consistently applied; (ii) is adjudicated as bankrupt; (iii) takes any action or has action by others taken against them under any insolvency, bankruptcy, or reorganization act; (iv) makes an assignment for the benefit of creditors; or (v) appoints a receiver. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 *et seq.*;

10.1.4 Unsatisfied Judgment. If any material judgment or award (or several judgments or awards which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for thirty (30) Days or longer (unless a superseding or other appeal bond has been filed); if execution is levied against the Business or any of the property or Assets used in the operation of the Business and is not discharged within five (5) Business Days; or if the real or personal property of the Business or the business which operates the franchise shall be levied upon in accordance with the law of the state in which the Business is located;

10.1.5 Convictions. If Franchisee, its Principal Operator, or its Owner are convicted of, plead no contest to, or enter into a diversion or a plea in abeyance to a crime involving moral turpitude; are convicted of, plead no contest to, or enter into a diversion or a plea in abeyance to a felony of any nature; or are convicted of, plead no contest to, or enter into a diversion or a plea in abeyance to any crime or civil offense that is reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the System, Marks, or the goodwill or reputation thereof;

10.1.6 Failure to Pay. If Franchisee fails to pay any Royalty, fees, expenses, costs, payments, or any other amounts due Franchisor, Affiliates or vendors, including any amounts which may be due as a result of any agreements between Franchisee and Franchisor, or between Franchisee and vendors, within thirty (30) Business Days after receiving notice that such fees, costs, expenses, or amounts are overdue;

10.1.7 Misuse of Marks, System or Intellectual Property. If Franchisee misuses or fails to follow Franchisor's direction and guidelines concerning use of the Marks, the System and the use of the Intellectual Property, and fails to correct the misuse or failure within ten (10) Business Days after notification from Franchisor;

10.1.8 Improper Disclosure. If Franchisee intentionally or negligently discloses to any unauthorized person any component of the System, the Mark, or the Intellectual Property;

10.1.9 Multiple Breaches. If, during the Initial Term of this Agreement and any Interim Period (or during any Renewal Term) Franchisee has received from Franchisor three (3) written notices of default as to any portion, term, covenant (or combination thereof) of this Agreement and Franchisee is again in default of any term or covenant of this Agreement, even if all prior breaches were timely cured;

10.1.10 Improper Transfer. If Franchisee Transfers this Agreement, an interest in this Agreement or the Business, or more than five percent (5.0%) of the Assets of the Business within any ninety (90) Day period, or otherwise violates the terms of Section 9;

10.1.11 Violation of Law. If Franchisee violates any municipal, state, or federal rule, regulation, or law that applies in any way to the Business or Franchisee's operation under this Agreement, and Franchisee then fails to cure the same within any time to cure provided by the governmental entity which cited Franchisee;

10.1.12 Failure to Participate or Complete Required Courses. For any Pillar, if Franchisee's Principal Operator has failed to complete the Training Program, Workshop, PMiLAUNCH, including any related tasks, responsibilities, and assignments, to the satisfaction of the Franchisor;

10.1.13 Failure to Maintain Licenses. If Franchisee fails to maintain and keep current any license necessary for operation of the Business, including but not limited to, business, real estate, and property management licenses and certificates;

10.1.14 Trust Accounts; Improper or False Reporting. If Franchisee fails to follow applicable law related to Customer trust accounts, fails to properly and accurately record and report its revenue in accordance with Section 3.4 of this Agreement, or falsifies any information, data, or reports submitted to Franchisor;

10.1.15 Discipline by State Agency. If a state agency or authority takes disciplinary action, including but not limited to, public reprimand, public citations, probation, suspension, or revocation against Franchisee, its Principal Operator, or one of its Owners;

10.1.16 Failure to Maintain Insurance. If during the Term, Franchisee fails on two (2) separate occasions to retain the insurance policies required in Section 16 of this Agreement;

10.1.17 Failure to Meet Standards. If Franchisor determines, in its sole discretion, that Franchisee has shown repeated failure to meet the standards and expectations of Franchisor in providing property management services or operating its Business; or

10.1.18 Failure to Maintain Confidentiality. If Franchisee breaches the confidentiality provision found herein at Section 17.13.

**Termination by Franchisor – Thirty (30) Day Notice and Right to Cure.**

10.1.19 Other Breaches and Failure to Cure. Franchisor will have the right to terminate this Agreement (subject to any state laws to the contrary) effective upon thirty (30) Days' written notice to Franchisee, unless such breach is subject to Termination on Notice in the Agreement, and Franchisee fails to cure the default during such thirty (30) Day period. After the passage of said thirty (30) Day period without cure, this Agreement will terminate without further notice to Franchisee. Notwithstanding anything to the contrary herein, Franchisor has the right, in its sole discretion, to grant Franchisee an extension of time, beyond the thirty (30) Days, in which to cure. In such an event, however, Franchisor will not be deemed to have waived its rights to later strictly enforce any right to cure, to deny Franchisee the right to cure a future breach for which no cure is provided, or to take such action as is allowed by Franchisor under this Agreement if Franchisee fails to cure during the extended period granted to Franchisee. During a cure period, Franchisor reserves the right to reduce the size of Franchisee's Territory at Franchisor's sole discretion, whether in part or in whole, temporary, or permanent.

10.1.20 Breach of National Account Agreement and Third-Party Agreements. Franchisor will have the right to terminate this Agreement upon expiration of the thirty (30) Day cure period if Franchisee breaches any term of a National Account agreement to which it is a party. Breach of third-party agreements Franchisee may enter into on behalf of the Business may also be considered a breach of this Agreement.

10.2 **Franchisor Rights Upon Termination.** If Franchisee is terminated, Franchisor may proceed to enforce any or all of the following non-exclusive remedies or any other remedy, claim, cause of action, award, or damages allowed by law or equity, with the understanding that the pursuit of any one remedy shall not be deemed an election or waiver by Franchisor to pursue additional remedies as all remedies are cumulative and are not exclusive.

10.2.1 Action for Lost Profits and Other Damages. Franchisor has the right to bring one or more actions for Lost Profits as measured by the Royalty and other fees that would have been due and payable **for the full remaining contract value through the entire Initial Term, or if in a Renewal Term, the remaining value of the Renewal Term,** had breach, default, and/or termination not occurred ("Lost Profits"); penalties and interest as provided for in this Agreement; and for all other damages sustained by Franchisor as a result of Franchisee's breach of this Agreement. Lost Profits are determined by calculating the average Royalty and other fees payable to Franchisor per month over the twelve (12) month period prior to termination multiplied by the remaining months in the Term (Renewal or Initial).

10.2.2 Acceleration. Accelerate the balance of any outstanding installment obligation due hereunder and bring an action for the entire accelerated balance.

10.2.3 Injunctions. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop Franchisee, its Principal Operator, Owners, and Affiliates from engaging in actions prohibited hereby.

10.2.4 Termination. Terminate this Agreement and proceed to enforce Franchisor's rights under the appropriate provisions of this Agreement.

10.2.5 Franchisee's Improper Continuance of Business or Use of System; Violation of Restrictive Covenants. If after Transfer, repurchase, termination, or expiration Franchisee (i) uses any of the Marks or any aspect of the System; or (ii) violates any restrictive covenant after any termination, or Transfer; or (iii) continues to use Franchisor's Intellectual Property, including the Marks, then, in addition to any remedies provided above, and in addition to any other remedies in law or equity (all of which shall be cumulative and shall not be deemed to be an election of remedies to the exclusion of other remedies), Franchisor's remedies will include, but will not be limited to, recovery of the greater of: (a) all revenue generated by Franchisee in the operation of the Business using Franchisor's or its Affiliates' Marks or System after such Transfer, repurchase, termination, or expiration; and/or (b) all Royalties, advertising contributions, and other amounts which would have been due if such Transfer, repurchase, termination, or expiration had not occurred; and/or (c) liquidated damages in the amount of fifty-thousand dollars ($50,000); and/or (d) any other remedies available in law or equity.

10.3 **Early Termination.** Upon a Termination of Franchisee by Franchisor, prior to the Expiration Date of the Franchise Agreement ("Early Termination"), Franchisee shall immediately pay Franchisor the amount of Lost Profits (See 10.2.1 above). In the event of Early Termination for failure to open by the Opening Deadline, the Minimum Monthly Royalty shall be applied.

10.4 **General Release**. If Franchisor agrees to a Mutual Termination, Franchisee shall agree to sign a General Release of Franchisor along with other terms agreed upon by the parties. A Mutual Termination and execution of a General Release does not eliminate Franchisee's obligation to pay any amounts due under this Agreement, including but not limited to liquidated damages, outstanding fees, or other obligations incurred prior to termination, unless Franchisor expressly waives such obligations in writing.

10.5 **Limitation of Right to Bring Action and Waivers.**

FRANCHISEE MUST BRING ANY LEGAL CLAIM AGAINST FRANCHISOR WITHIN ONE (1) YEAR OF THE DATE THAT THE FACTS WHICH GIVE RISE TO THE CLAIM WERE DISCOVERED OR ONE (1) YEAR FROM THE DATE THAT SUCH FACTS REASONABLY SHOULD HAVE BEEN DISCOVERED.

Franchisee understands that any matters concerning the relationship between Franchisor and Franchisee shall be done on an individual basis and shall not be brought as a class action, or with multiple franchisees (whether as a result of attempted consolidation, joinder, or otherwise).

Franchisee acknowledges and agrees that as a material condition to entering into this Agreement, without which Franchisor would not have entered into this Agreement, Franchisee waives all rights to bring any actions, claims, causes of action, or demands of any kind against any of the following: Franchisor's officers, directors, managers, employees, agents, contractors, members, and Advisors. Franchisee also recognizes and agrees that Franchisor does not have control over the actions or inactions of other franchisees. Thus, Franchisee agrees to waive any claims it may have against Franchisor, related to the actions or inactions of other franchisees. While Franchisee may have a cause of action against another franchisee, Franchisee must bring that cause of action directly against the other franchisee. Franchisor accepts no liability for any claims, damages, costs, or expenses arising from or related to third-party vendor products or services, including those provided by Approved Vendors and Preferred Vendors. Franchisee agrees to waive all rights to bring any actions, claims, causes of action, or lawsuits of any kind against Franchisor for the acts of third parties, including but not limited to, Approved Vendors and Preferred Vendors.

FRANCHISEE AGREES TO WAIVE THE RIGHT TO A JURY TRIAL AND ANY RIGHT TO BE AWARDED EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

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**Initials of Franchisee *(MUST INITIAL)***

10.6 **State or Federal Law Prevails.**

IF ANY MANDATORY PROVISIONS OF GOVERNING STATE LAW PROHIBIT TERMINATION OF THE FRANCHISE AGREEMENT, OR IF THE SAME OTHERWISE LIMIT FRANCHISOR'S RIGHTS TO TERMINATE BY IMPOSING DIFFERENT RIGHTS OR OBLIGATIONS AS ARE FOUND HEREIN, THEN SUCH MANDATORY PROVISIONS OF STATE LAW SHALL BE DEEMED INCORPORATED INTO THE AGREEMENT BY REFERENCE AND SHALL PREVAIL OVER ANY INCONSISTENT TERMS IN THE AGREEMENT. IF NO SUCH LAW EXISTS, OR IF SUCH LAW EXISTS BUT PERMITS FRANCHISEE TO AGREE TO ABIDE BY THE TERMINATION PROVISIONS AS SET FORTH HEREIN INSTEAD OF THAT STATE LAW, THEN FRANCHISEE AGREES THAT THE TERMS OF THIS AGREEMENT SHALL PREVAIL.

10.7 **Payment of Fees Is an Independent Covenant.** Franchisee agrees that Franchisee will not withhold payments of Royalties, National Marketing Fees, or any other amounts of money owed to Franchisor or its Affiliates, for any reason, even including a claim by Franchisee of the alleged nonperformance by Franchisor of any obligation hereunder. All such claims by Franchisee shall, if not otherwise resolved by Franchisor, be resolved as permitted in this Agreement, including proceeding with the Dispute Resolution procedures outlined in Section 15.

10.8 **Action Against Franchisor.** Subject to the limitations of actions as found in Section 10.5 that requires Franchisee to take any action before the expiration of the time limit found therein, prior to starting any arbitration against Franchisor or any of Franchisor's officers, agents, or employees, Franchisee agrees to first give Franchisor sixty (60) Days' prior written notice and an opportunity to cure any alleged act or omission within that time period. If such act or omission cannot be cured within such sixty (60) day period, and Franchisor is diligently continuing efforts to attempt to cure such alleged act or omission, Franchisee will give Franchisor such additional time as is reasonably necessary to cure, which time shall not exceed an additional thirty (30) Days. If Franchisor fails to complete such cure in a timely fashion, then Franchisee has such rights as are permitted herein.

## SECTION 11

## OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION

11.1 **Obligations upon Termination or Expiration.** Upon termination or expiration of this Agreement for any reason, Franchisee shall cease to be a licensed franchise and shall comply with the following:

11.1.1 Cease Using Intellectual Property. Franchisee will immediately cease using the Intellectual Property and Franchisee agrees to return all Intellectual Property or Confidential Information to Franchisor;

11.1.2 Pay All Outstanding Fees. Franchisee will immediately pay for all product purchases, advertising fees, and other charges and fees owed or accrued to Franchisor or its Affiliates;

11.1.3 Refrain from Holding Itself Out as a Franchisee. Franchisee will immediately refrain from holding itself out as a Franchisee and immediately cease to advertise or in any way use the System, the Marks, and any Materials, designs, logos, methods, procedures, processes, and other commercial property and symbols or promotional materials provided by or licensed to Franchisee by Franchisor or in any way connected with the Business;

11.1.4 Disassociate. Franchisee will immediately take all necessary steps to disassociate itself from the System and the Business, including but not limited to, the removal of signs and destruction of letterhead. Franchisee must also assign and transfer of all telephone lines, internet sites, Web pages, online directories, social media, and the like to the Franchisor or its designee;

11.1.5 Amend or Cancel DBA. Franchisee will take such action as shall be necessary to amend or cancel any assumed name, fictitious name, business name, or equivalent registration which contains any trade name or Mark of Franchisor's or its Affiliates', or in any way identifies Franchisee as being affiliated with the System;

11.1.6 Notify Others. Franchisee will immediately notify all suppliers, utilities, creditors, and concerned others that Franchisee is no longer affiliated with Franchisor, the System, or the franchise, and provide proof to Franchisor of such notification;

11.1.7 Return of Manual, Materials, and Other Items. If printed materials pertaining to the operation of the Business exist, Franchisee will, within seven (7) Days, return to Franchisor by first class, prepaid, certified, return receipt requested, United States Mail, the Manual (including originals and any copies); all training, advertising, promotional aids, and Materials; all other printed materials pertaining to the operation of the Business; **and a copy of the Customer List and Trade List.** With the exception of the Customer and Trade list, any print materials listed herein may be destroyed in lieu of mail.

11.1.8 Cease Using Franchisor Software. Franchisee will immediately cease using or availing itself of any of Franchisor's Software or its Affiliates' software, hardware, or other proprietary technology; and

11.1.9 Cease Using Approved Vendors. Franchisee will immediately cease using or availing itself of any products or services provided by Approved Vendors.

11.1.10 Transfer all Customer Lists and Trade Lists to Franchisor.

11.1.11 If subject to a non-compete, timely cease all Business and transfer all escrows consistent with the requirements of law.

11.1.12 Evidence of Compliance. Franchisee will furnish evidence satisfactory to Franchisor of compliance with this Section 11 within thirty (30) Days after the termination, expiration, or non-renewal of this Agreement.

## SECTION 12

### RELATIONSHIP BETWEEN THE PARTIES

**Independent Contractor.**

12.1.1 Franchisee Is an Independent Contractor. Nothing in this Agreement or in the franchise relationship constitutes a partnership, agency, joint venture, or other arrangement between Franchisee and Franchisor or any of its Affiliates or other franchises. Neither Party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors, or omissions of the other.

12.1.2 Franchisee is responsible for the management and control of the Business, including, without limitation, its daily operations, managing and directing employees and salespersons, and paying all costs and expenses of the Business.

12.1.3 None of Franchisee's employees shall be deemed an employee of Franchisor, and each employee shall be so notified by Franchisee.

12.1.4 Neither Party shall act or have the authority to act as agent for the other, and neither Franchisee nor Franchisor shall guarantee the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing.

12.2 **No Fiduciary Relationship.** It is understood and agreed between the Parties that this Franchise Agreement does not establish a fiduciary relationship between Franchisee and Franchisor, or any of its Affiliates and franchises, and that nothing in this Agreement is intended to constitute either Party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

## SECTION 13

## INDEMNIFICATION

**Indemnification.**

13.1.1 Franchisee agrees to and will indemnify, defend, and hold harmless Franchisor, its Affiliates, and their respective shareholders, directors, officers, managers, members, employees, agents, successors, and assignees ("**Indemnified Parties**"), and to reimburse them for all claims, obligations, and damages, and any and all claims and liabilities directly or indirectly arising out of Franchisee's operation of the Business or the Office; Franchisee's ownership or possession of real or personal property; any negligent act, misfeasance, or inaction by Franchisee or any of Franchisee's agents, contractors, servants, employees, or licensees; Franchisee's use of the Marks and System; and, Franchisee's performance of this Agreement.

13.1.2 For purposes of indemnification, claims shall include any claim against Franchisor arising out of Franchisee's performance under this Agreement, the System, the Manual, and the Marks, and will include, and not be limited to, any claim for breach of contract, premises liability, or claims arising from: Franchisee's operation of the Business and the premises in which the Business is located; Franchisee's performance under this Agreement; Franchisee's performance under the System; Franchisees' use of the Manual; Franchisee's use of the Marks; or any other damages, causes of action, tort claims, or any other claim in law or equity against Franchisor which may arise as a result of Franchisee's breach of any term, covenant, or condition of this Agreement.

13.1.3 Included in indemnification shall be the reimbursement or direct payment, as elected by Franchisor, by Franchisee of any award, damages allowed hereunder, and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.

13.1.4 Franchisor has the absolute right to defend any such claim against Franchisor and shall have the right to have counsel of its own choosing, the reasonable cost of which shall be borne by Franchisee.

13.1.5 This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement and shall continue for any applicable limitation of actions statute.

## SECTION 14

## RESTRICTIVE COVENANTS

14.1 **Confidentiality and Non-Competition.** All terms and conditions of the Franchise Agreement and Amendments, if any, are confidential. Franchisee agrees to have its Owners, the Principal Operator (if different from the Franchisee or its Owners), and all individuals that take an active role in the operation of the Business (*e.g.* employees, agents, contractors, etc.) execute a Confidentiality and Non-Competition Agreement, substantially similar to the form attached as Addendum E, but modified by Franchisee to comport with its applicable state law. During the Term of this Agreement, Franchisee agrees to have any new employees, agents, independent contractors, servants, and Principal Operators sign a Confidentiality and Non-Competition Agreement, substantially in the form attached as Addendum E, but modified by Franchisee to comport with its applicable state law.

14.2 **In-Term Covenant Not to Compete.** Franchisor and Franchisee share a common interest in avoiding situations where persons or companies who are, or have been franchisees within the System, operate or otherwise become involved with a similar competing business either during or after the termination for any reason of this Franchise Agreement. Therefore, during the Term of this Agreement, Franchisee agrees that Franchisee, its Owners, their respective immediate family, its Principal Operator and Owners, and all others in active concert or participation in the Business shall not, without prior written consent from Franchisor, directly or indirectly assist, perform services for, establish or open, consult with, be employed by, or have equity interest in any firm, corporation, or other business entity (whether as an employee, officer, director, agent, security holder, creditor, consultant, or otherwise) that engages in a Competitive Business. Franchisor consent may be granted or withheld for any reason or for no reason at all. In addition, during the Term, Franchisee, its immediate family, its Principal Operator and Owners, and all others in active concert or participation in the Business shall not participate in conflicting enterprises or any other activities that would be detrimental to, or interfere with, the operations of the Business.

14.3 **Post-Term Covenant Not to Compete.** Upon termination or expiration of this Agreement for any reason, or upon the occurrence of any Transfer, repurchase, or termination of Franchisee's rights hereunder, and for a period of two (2) years thereafter, Franchisee agrees that Franchisee, its immediate family, its Principal Operator and Owners, and all others in active concert or participation in the Business shall not directly or indirectly assist, perform services for, establish or open, consult with, be employed by, or have equity interest in any firm, corporation, or other business entity (whether as an employee, officer, director, agent, security holder, creditor, consultant, or otherwise) that engages in a Competitive Business with Franchisor or any of its Affiliates or franchisees which is located within one-hundred (100) miles of the Territory or within one-hundred (100) miles of a territory owned by Franchisor or its Affiliate, or any other franchisee operating under the System, including but not limited to Brokerage.

14.4 **Non-Solicitation.** During any Term, and for a period of two (2) years following the expiration or termination of this Agreement, Franchisee agrees that Franchisee, its immediate family, Principal Operator, and Owners, or others in active concert or participation in the Business, will not:(i) directly or indirectly divert or attempt to divert any business or Customer of Franchisee, Franchisor or its Affiliates, franchisee, or Affiliate, to any business or entity that provides services similar to Franchisor, its Affiliates, or franchisees; (ii) directly or indirectly engage in any act which is injurious or prejudicial to the goodwill associated with Franchisor, its Affiliates or franchisees, or the System or the value of the Marks; or (iii) solicit, hire, engage, employ, or contract with any current or former employee or independent contractor

of Franchisor, its Affiliates or any franchisees (including Preferred Vendors, National Accounts, software solutions, etc.), without prior written authorization from Franchisor. Additionally, during any Term, and for a period of two (2) years following the expiration or termination of this Agreement, Franchisee shall not engage in any behavior or acts that may divert or divert revenue away from Franchisor, its Affiliates, or any franchisees.

14.5 **Post-Covenant Use of Franchisor Software and Preferred & Approved Vendors.** For a period of two (2) years following the expiration or termination of this Agreement, Franchisee agrees that it shall be prohibited from using any Franchisor Software, Preferred Vendors, or Approved Vendors without prior written authorization from Franchisor.

14.6 **Injunctive Relief.** Franchisee agrees that any violation of this Section 14 would result in irreparable injury to Franchisor, its Affiliates, and the System, and that Franchisor would be without an adequate remedy at law. Franchisee, therefore, agrees that in the event of a breach or threatened breach of this Agreement, Franchisor will not be required to prove actual or threatened damage from such breach in order to obtain a temporary or permanent injunction and a decree for specific performance of the terms of this Section 14. Additionally, in any such action, Franchisee agrees that Franchisor will not be required to post a bond. In addition to injunctive relief, Franchisor shall be entitled to any other remedies which it may have under this Agreement, at law or in equity.

14.7 **Severability; Savings Clause.** If all or any portion of a covenant in this Section 14 is held unenforceable by a court or an arbitrator having valid jurisdiction in a final decision between the Parties hereto and from which no appeal has or may be taken, the Parties expressly agree to be bound by the remaining portion of such covenant. For purposes of interpretation of the covenants found in this Section 14, every location of a Business, every month of time, each mile of distance, or any other restriction shall be considered severable. In the event an arbitrator or court of competent jurisdiction interprets a spatial, temporal, or other limitation in any of the above restrictive covenants to be overly broad, then the court shall adjust the offending limitation, in the most limited manner possible, so as to fashion a reasonably enforceable covenant which upholds the restrictive nature of this Section 14 to the fullest extent of the law.

14.8 **Reasonable Restrictions.** The Parties agree that the covenants found in this Section 14 are intended to be a reasonable restriction on Franchisee and those others identified above. Franchisor and Franchisee agree that the purpose of these restrictions is to protect the entire franchise system from unfair competition and to protect the goodwill, time, and effort spent by Franchisor in creating the Marks, the System, and the Intellectual Property. Franchisee acknowledges that Franchisor would not have shared such information with Franchisee unless Franchisee agreed to be bound by the terms of this Section 14. Franchisee further represents that Franchisee has skills of a general and specific nature and has other opportunities, or will have other opportunities, to use such skills, and that the enforcement of these covenants will not unduly deprive Franchisee of the opportunity to earn a living.

14.9 **Application.** If Franchisee is a business entity of any nature and is otherwise not signing this Franchise Agreement individually, this Section 14 will apply to all its Principal Operator and Owners and their immediate family, and all others in active concert or participation in the Business and Affiliates.

## SECTION 15

## DISPUTE RESOLUTION

15.1 **Resolution Before Arbitration**. Franchisor and Franchisee each expressly waive all rights to any court proceeding, except as expressly provided in this Section 15. Any litigation, claim, dispute, suit, action, controversy, or proceeding of any type whatsoever, including any claim for equitable relief and/or where Franchisee is acting as a "private attorney general" suing pursuant to a statutory claim, or otherwise, between or involving Franchisor (and/or any Affiliates of any Party) on whatever theory and/or facts-based dispute will be processed in the following manner:

15.1.1 Face-to-Face Meeting. First, the Party complaining and the Party against whom the complaint is alleged agree to meet in an in-person, face-to-face meeting held within thirty (30) Days after any Party gives written notice to the other. Each Party shall be responsible for its own costs, including travel, attorney's fees, etc. Franchisee and Franchisor shall equally share any costs associated with the meeting itself, such as room rental, food, etc.

15.1.2 Mediation. Second, if the issues between the Parties cannot be resolved within the initial thirty (30) Day time-period or the face-to-face meeting, then the disagreement shall be submitted to non-binding mediation before any mediation organization approved by the Parties. If the Parties cannot agree on an appropriate organization or person to conduct such proceedings, the mediation shall be heard by a single mediator from the American Arbitration Association. Both Parties shall bear their own mediation expenses, including costs and attorney fees, as well as equally splitting the mediator fee, mediation costs, and any other costs associated with the mediation itself (e.g. room rental, food, etc.). If mediation does not resolve the matter, the Parties may proceed to binding arbitration as outlined below in paragraph 15.3.

(a) *Location of Meeting or Mediation*. Any meeting or mediation will be conducted exclusively at a neutral location within twenty-five (25) miles of Franchisor's then-current headquarters. Franchisee shall bear all expenses of traveling to the location of Franchisor's then-current headquarters for the in-person, face-to-face meeting, and/or mediation.

15.1.3 Prerequisites to Arbitration. The Franchisee must strictly follow the process outlined in Sections 15.1.1-15.1.2 and is precluded from filing an arbitration claim until the Parties have had the in-person, face-to-face meeting AND attended the mandatory mediation contemplated by Sections 15.1.1-15.1.2. However, if Franchisor is the complaining Party, following Franchisor providing written notice to Franchisee of its request for an in-person, face-to-face meeting, if Franchisee fails to respond/and or fails to schedule or attend the required in-person, face-to-face meeting within thirty (30) Days from receipt of notice, Franchisor may proceed immediately to binding arbitration as outlined below in Section 15.2, with no mediation being required.

**Resolution Under Arbitration.**

15.1.4 AAA; Single Arbitrator. Arbitration will be held before, and in accordance with the arbitration rules of the American Arbitration Association (AAA) or its successor (an organization designated by the AAA or its successor). The Parties may agree to arbitration before another body, but the decision must be mutually agreed upon or arbitration must remain before AAA. The Parties shall agree upon a single arbitrator. If the Parties cannot agree upon the arbitrator, then the senior most officer, director, or manager of the association under which the arbitration is to take place shall choose a neutral and disinterested arbitrator and such choice shall be final and binding upon the parties. Any arbitration must be conducted by a single arbitrator with at least five (5) years of experience in franchising.

15.1.5 Counsel. Any Party may be represented by counsel and may, with permission of the arbitrator, bring persons appropriate to the proceeding.

15.1.6 Discovery, Other Procedural Matters, Fees, and Costs.

(a) The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of Franchisor is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the Parties.

(b) The arbitrator may issue summary orders and will have subpoena powers limited only by the laws of the state in which the main office of Franchisor is located. The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction (subject to the opportunity for appeal as contemplated below).

(c) The Parties to the dispute will have the same discovery rights as are available in civil actions under the laws of the state in which the main office of Franchisor is then located.

(d) Each participant must submit or file any claim which would constitute a "compulsory counterclaim" (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such compulsory counterclaim which is not submitted or filed in such proceeding will be forever barred.

(e) All other procedural matters will be determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in which the main office of Franchisor is then located.

(f) The arbitrator will have the right to award the prevailing Party his, her, or its costs, fees, reasonable attorneys' fees, expert witness fees, and the like which that Party expended in the preparation for and the prosecution of the case at arbitration.

(g) The prevailing Party shall be determined by the arbitrator using the arbitrator's judgment.

(h) The arbitrator's award will be in writing. On request by any Party to the arbitration, the arbitrator will provide to all disputants a reasoned opinion with findings of fact and conclusions of law, and the Party so requesting will pay the arbitrator's fees and costs connected therewith. There will be no right to appeal the final award, except as otherwise permitted by applicable law.

**Venue, Jurisdiction, and Governing Law.**

15.1.7 Venue; Jurisdiction. Any meeting/mediation/arbitration will be conducted exclusively at a neutral location within twenty-five (25) miles of Franchisor's then-current headquarters, or at another location determined by the arbitrator but within the state in which Franchisor's then-current headquarters is located. The Parties hereto hereby agree to submit to the jurisdiction and venue outlined herein for the purposes hereof.

15.1.8 Choice of Law. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 *et seq.*), or other federal law, this Agreement shall be interpreted under the laws of the State of Wyoming, without regard to the application of conflicts of law principles. However, certain state laws may modify or override this governing law provision. Refer to the applicable state addenda in the Franchise Disclosure Document (FDD) for any state-specific modifications.

15.2 **Disputes Not Subject to the Meeting/Mediation/Arbitration Process.** The following claims are not subject to the face-to-face meeting, mediation, and arbitration provisions of this Section 15:

(a) an order of injunctive relief and any related incidental damages;
(b) an action for disputes or claims related to or based on the Marks or the Intellectual Property; or
(c) an order enforcing any covenant not to compete or not to solicit. Any such claims shall be brought exclusively in the state courts of the State of Utah or in the federal courts of the United States which are located in Salt Lake County, Utah. The Parties hereto hereby agree to submit to the jurisdiction and venue of such courts for the purposes hereof.

## SECTION 16

## INSURANCE

16.1 **Required Insurance and Coverage Amounts.** Prior to opening the Business, Franchisee agrees to purchase and maintain in full force and effect during the Initial Term of this Agreement (and any Interim Period or Renewal Term) at Franchisee's sole cost and expense, an insurance policy or policies protecting Franchisee (which shall match the name on the real estate brokerage license, if the jurisdiction requires a licensed real estate brokerage and Responsible Broker) and Franchisor, and the officers, directors, partners, agents, owners, Affiliates, and employees of both Franchisor and Franchisee against any loss, liability, personal injury, death, claim, property damage, or expense whatsoever arising or occurring upon or in connection with the operation of the Business. The specific insurance listed below must be included as part of any such policy or policies:

16.1.1 "All Risk". "All risk" (special form) property insurance coverage for all assets, including inventory, furniture, fixtures, equipment, supplies, and other property used in the operation of the Business. This must include coverage for fire, vandalism, and malicious mischief with coverage limits of at least full replacement cost.

16.1.2 "Cyber Liability". One-million dollar ($1,000,000) cyber limit requirement.

16.1.3 General Liability. Comprehensive general liability insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, and medical expenses having a combined single limit for bodily injury and property damage of one-million dollars ($1,000,000) per occurrence and two-million dollars ($2,000,000) in the aggregate.

16.1.4 Workers' Compensation. Workers' compensation insurance that complies with the statutory requirements of the state in which the Business is located and employer liability coverage with a minimum limit of one-million dollars ($1,000,000). This coverage is required after one employee is hired, regardless of state requirements.

16.1.5 Errors and Omissions. Errors and Omissions (E&O) professional liability insurance with a minimum limit of one-million dollars ($1,000,000) per occurrence and must include coverage for property management, realtor, and real estate brokerage services.

16.1.5 Auto. Automobile liability insurance in reference to the vehicle or vehicles that are used in the operation of the Business: automobile liability coverage for owned, non-owned, scheduled, and hired vehicles, with a combined single limit of at least one-million dollars ($1,000,000), or, if higher, the statutory minimum limit required by state law.

16.2 **Insurance Company Rating.** The foregoing policies shall be written by an insurance company rated A-minus or better, in Class 10 or higher, by Best Insurance Ratings Service, and satisfactory to Franchisor in accordance with standards and specifications set forth in the Manual or otherwise in writing, from time to time, and shall include, at a minimum (except as additional coverage and higher policy limits may be specified by Franchisor from time to time), the coverage found above.

16.3 **Named Insured.** Franchisee (matching the name of the licensed real estate brokerage, if applicable in your jurisdiction) shall be the Named Insured**.** Franchisor and its officers, directors, partners, agents, employees, Affiliates, and subsidiaries shall be named as an additional insured on all policies.

16.4 **Notice to Franchisor of any Termination.** All policies shall expressly provide that not less than thirty (30) Days' prior written notice shall be given to Franchisor in the event of material alteration to termination, non-renewal, or cancellation of the coverage evidenced by such policies.

16.5 **Proof of Insurance Provided to Franchisor.** Prior to the opening of the Business and thereafter at least thirty (30) Days prior to the expiration of any such policy or policies, Franchisee shall deliver to Franchisor the actual policy or policies of insurance or certificates issued by the insurer (and not the broker) evidencing the proper coverage with limits not less than those required hereunder.

16.6 **Right of Franchisor to Terminate for Failure to Maintain.** If Franchisee fails to provide Proof of Insurance as required in Section 16.5, , Franchisor may terminate this Agreement.

**Additional Insurance Requirements.**

16.7 **Clients**. Franchisee shall require all of Franchisee's Clients (including property owners and tenants) to maintain insurance on properties that Franchisee manages in amounts that are reasonable and customary for the type of property and business conducted by or leased by the Client and to name Franchisee and Franchisor, if possible, as an additionally insured on said properties and policies.

16.7.1 Service Providers. Franchisee shall require all of Franchisee's service providers to maintain insurance, in amounts that are reasonable and customary for the type of business conducted by the service provider, and, if possible, to name Franchisee and Franchisor as an additional insured on said policies.

## SECTION 17

## MISCELLANEOUS

17.1 **Disclosure of Franchisee's Information.** Franchisor may disclose, in its Franchise Disclosure Document or otherwise, any information concerning Franchisee and the Business, including Franchisee's name, address, telephone number, financial, and other information, during the Initial Term, any Renewal Term, Interim Period, or after the termination of expiration of this Agreement.

17.2 **Ownership of Data.** Franchisor may have independent access to the information and data generated by Franchisee through the Business and stored electronically, and Franchisor reserves the right to use such information and data in any way it chooses, at Franchisor's discretion, to benefit the System.

17.3 **Complaints and Litigation**. Franchisor is not responsible for disputes between Franchisee and its customers, vendors, or other third parties. However, if Franchisor receives complaints or is served with lawsuits related to Franchisee's misconduct or violation of law, Franchisor may, at its sole discretion, determine whether to intervene or take action. Nothing in this Agreement requires Franchisor to resolve complaints or disputes on Franchisee's behalf. If Franchisor elects to take action, Franchisee remains fully responsible for compliance with this Agreement and any liabilities resulting from its business operations.

17.4 **Modification.** This Agreement may only be modified in a written agreement which is signed by all Parties to this Franchise Agreement. Franchisee acknowledges that Franchisor may modify its standards, specifications, suppliers, vendors, operating processes, and marketing procedures, including but not limited to: goods and services Franchisee provides and vendors and Franchisor Software solutions Franchisee uses, as well as those set forth in the Manual, unilaterally and under any conditions and to the extent to which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the System in general. These changes will likely require Franchisee to pay additional one-time, monthly, or transactional fees.

17.5 **Entire Agreement – Merger.** This Agreement, including all exhibits and addenda, contains the entire agreement between the Parties and supersedes any and all prior oral, written, express, or implied agreements, statements, or understandings concerning the subject matter hereof. However, nothing in this Agreement or any related agreement is intended to disclaim the Franchisor's representations made in the Franchise Disclosure Document. Subsequent agreements between the Franchisor and Franchisee do not modify or amend this Agreement, unless explicitly stated.

17.6 **Non-Waiver of Claims.** 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 any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17.7 **No Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by either Franchisor or Franchisee shall be considered to imply or constitute a further waiver by either Franchisor or Franchisee of the same or any other condition, covenant, right, or remedy.

17.8 **No Right to Set Off.** Franchisee shall not be allowed to set off amounts owed to Franchisor for Royalties or other amounts due hereunder against any monies owed to Franchisee, nor shall Franchisee in any event withhold such amounts due to any alleged nonperformance by Franchisor hereunder, which right of set off is hereby expressly waived by Franchisee.

17.9 **Invalidity.** If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

17.10 **Notices.** All notices required to be given under this Agreement shall be given in writing, by electronic mail, U.S. mail, or other delivery service, at the address set forth in the first Section of this Agreement, or at such other addresses as either Party may designate from time to time, including email addresses, and shall be effectively given when received, as may be applicable.

17.11 **Survival of Provisions.** Any provisions that, by their terms, extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement.

17.12 **Guaranty.** If Franchisee takes ownership in the franchise in other than its personal name at any time during the Term, Franchisee's Owners respective spouse, which shall include legally married spouse, common law partner or domestic partner ("Spouse"), shall Guaranty Franchisee's obligations under this Agreement and be required to sign the Guaranty of Franchisee's Obligations, which is attached as Addendum F, at the same time as Franchisee delivers this Agreement. The Guarantors shall be bound by all restrictive covenants found herein, including, but not limited to, post-termination covenants not to compete.

17.13 **Confidentiality**. Franchisee agrees to hold in strictest confidence and not to disclose, publish, or use the existence of, or any details relating to, this Agreement (and any amendments thereto) to any third party, including other franchisees, without Franchisor's express written consent, except as required by law. Any violation of this provision shall constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

**FRANCHISOR**

**PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**
*a Wyoming limited liability company*

By: PMI MM, Inc., *a Wyoming limited liability company*
Its: Manager

Name: Steven Hart, CEO

**FRANCHISEE**

Signature:_____
Name:_____
Address:_____
City, State, Zip:_____
Email:_____
Telephone No.:_____

Signature:_____
Name:_____
Address:_____
City, State, Zip:_____
Email:_____
Telephone No.:_____

*OR (if a business entity)*:

Company Name: _____
Signature:_____
By (Name):_____
Its (Role):_____
Address:_____
City, State, Zip:_____
Email:_____
Telephone No.: _____

**ADDENDUM A**

**PMI BOOKKEEPING SERVICES**

**Letter of Understanding**

This letter of understanding outlines the responsibilities of the PMiBOOKS team and the FRANCHISEE regarding assisting the FRANCHISEE with developing their knowledge and skills required to effectively manage the bookkeeping for their PMI franchise. The PMiBOOKS program is a temporary training solution for new franchisees until they either reach a level of competency or have hired team members to manage the property management accounting functions.

PMiBOOKS will provide services month-to-month. If the FRANCHISEE meets the criteria to discontinue PMiBOOKS services, the FRANCHISEE may submit a request to discontinue utilizing PMiBOOKS by providing sixty (60) days written notice to the PMiBOOKS team. If such a request is approved by PMiBOOKS, in consultation with Franchisor, services will no longer be provided.

After the FRANCHISEE provides sixty (60) days written notice to discontinue PMiBOOKS services, FRANCHISEE must complete the PMiBOOKS offboarding process, which includes completing the FRANCHISOR "do-it-yourself" bookkeeping training course.

PMiBOOKS services will no longer be provided upon termination or expiration of Franchisee's Franchise Agreement with Franchisor.

PMiBOOKS may also discontinue providing PMiBOOKS services for FRANCHISEES's failure to provide data to the PMiBOOKS team, failure to complete tasks in a timely manner, or for FRANCHISEE's failure to maintain a valid Property Management Software subscription if such breach is not cured within 30 days after PMiBOOKS provides notice to FRANCHISEE of the intent to discontinue providing PMiBOOKS services.

Any additional work or changes that PMiBOOKS must perform that are not specified in this Letter of Understanding must be mutually agreed upon (email will be sufficient). PMiBOOKS will charge the current market rate of $85.00 (Eighty-Five Dollars) per hour for any additional work or changes. This charge is subject to market increases at the discretion of PMiBOOKS upon thirty days prior written notice to FRANCHISEE.

**OVERVIEW OF STR SERVICES**

The PMiBOOKS team will perform the following services for FRANCHISEE after FRANCHISEE provides the required data to the PMiBOOKS team:

a. Enter Data into Property Management Software, depending on tasks.

b. Within the payables section of the Property Management Software, (i) record vendor invoices; (ii) create recurring vendor invoices as specified FRANCHISEE; (iii) attach vendor invoices to work orders; (iv) pay the invoices through bill pay, provided the owner has a balance to pay all or a portion of the bills; and (v) create checks in PDF, and forward to FRANCHISEE via email for the FRANCHISEE to print and send.

c. Enter data into the Property Management Software, including without limitation, (i) entering owner checks (owner draws); (ii) preparing, publishing, and sending owner statements; (iii) entering necessary journal entries and adjustments to close the accounting period; (iv) entering or calculating management fees; (v) entering all debit/credit card transactions; (vi) processing all invoices/bills; (vii) reconciling taxes payable by Franchisee; (viii) entering all automatic withdrawals and transfers; (ix) performing regular bank reconciliations; (x) performing regular reconciliations of guest and owner deposits; and (xi) providing and monitoring monthly reports as specified on a monthly checklist under the FRANCHISEE's direction.

d. Work with Franchisee in a combined effort to match Franchisor's best practices with Franchisee's business and train on processing all rent and other payments PMiBOOKS has the right, but not the obligation to enter data in other sections of your software as may be necessary to fulfill the purposes of this Agreement. PMiBOOKS will in no way provide, advise, or consult regarding any services related to any tax issues (federal, state, or local), unless otherwise engaged in writing, which would require additional fees.

FRANCHISEE understands that it is their responsibility to:

a. Keep your Property Management Software subscription current in order for PMiBOOKS to perform its obligations.

b. Enter Data under the Upsell Items section of the Property Management Software including (i) all guest fees to be charged upon booking; (ii) non-refundable deposit charges; (iii) taxes to be held according to state/county laws; (iv) additional guest charges post-booking; (v) cleaning fees; (vi) refunds; (vii) additional amenity fees; (viii) rebates from vendors; and, but not limited to, (ix) your other income.

c. Enter all necessary information into the Property Management Software as assigned and with oversight by PMiBOOKS and work with PMiBOOKS in a combined effort to match Franchisor's best practices with Franchisee's business.

d. Provide to PMiBOOKS all Data as requested for both business expenses and Franchisee's customer expenses and charges.

e. Provide PMiBOOKS team read only access to PMI bank and business credit card account, for verification and reconciliation purposes.

f. Enter all information/documentation into the Google Drive provided by PMiBOOKS, including without limitation: vendor invoices, W-9s, and OTA (online travel agency) statements.

g. Verify all information in the Payables section of the Property Management Software that was entered by PMiBOOKS, provide a completed IRS form W-9 for each new vendor in addition to vendor contact information, and send to PMiBOOKS a copy of the invoice and any details that PMiBOOKS requires, as well as any payments made by Franchisee that were not provided to PMiBOOKS.

h. Inform PMiBOOKS of payments from owners (owner contributions) upon being received from owners, verify all information, and provide a completed IRS form W-9 for each owner. Provide "view only" access to payment processing software used with Property Management Software. Provide view only access to preferred vendor accounts.

i. Link bank account to Property Management Software.

j. FRANCHISEE will complete their own royalty reports.

If there are any data-entry issues caused by FRANCHISEE needing to be corrected by PMiBOOKS, which determination will be made by PMiBOOKS, there will be an additional charge at the market hourly rate, currently $85.00 (Eighty-Five Dollars) per hour, in order for PMiBOOKS to correct the data entry error. This charge is subject to market increases at the discretion of PMiBOOKS.

FRANCHISEE agrees and acknowledges that the obligations to be performed under this Agreement are necessary and required, and that there may be other entries to be performed by FRANCHISEE in the Property Management Software in order to fully utilize the software's features.

FRANCHISEE further agrees and acknowledges that PMiBOOKS may share any and all Data and financial information of FRANCHISEE collected or made known to PMiBOOKS with Franchisor and its officers, directors, and employees for purposes of—including, but not limited to—calculating royalties, determining and analyzing financial health of Franchisee, and creating financial performance representations.

FRANCHISEE acknowledges they are using the following:

Property Management Software

→ Guesty
→ Ximplify
→ Process Street
→ QuickBooks Online

*Regarding fees:* All services performed by PMiBOOKS per this Letter of Understanding are to be prepaid. The cost of services provided are at the following rate: $100 onboarding onto PMiBOOKS for STR bookkeeping services, $50 per key for onboarding/set-up of the key, $50 per active key (according to Property Management Software) per month, regardless of status, with a minimum fee of $100.00 per month.

Fees may be adjusted by the PMiBOOKS team at its discretion upon 30 days' notice to FRANCHISEE. Fees due for the following month will be assessed on the 15th of the previous month, and payments to PMiBOOKS will be automatically deducted by the 15th day of the month by ACH.

Acknowledgement that franchisee received a copy of the Letter of Understanding.

**Franchisee Name:** _____

**Date:** ___/___/_____ **Signature:** _____

**OVERVIEW OF RESIDENTIAL SERVICES**

The PMiBOOKS team will perform the following services for FRANCHISEE after FRANCHISEE provides the required data to the PMiBOOKS team:

a. Enter Data into Property Management Software, depending on tasks.

b. Within the payables section of the Property Management Software, (i) record invoices from vendors; (ii) create recurring invoices for vendors as specified in Data; (iii) create marked-up vendor invoices for your Franchise; (iv) attach invoices to work orders; (v) pay the invoices through bill pay, provided the owner has a balance to pay all or a portion of the bills; and (vi) create checks in PDF, and forward to FRANCHISE via email for the FRANCHISEE to print and send.

c. Enter data into the Property Management Software, including without limitation, (i) entering owner checks (owner draws); (ii) preparing owner statements; (iii) entering necessary journal entries and adjustments to close the accounting period monthly; (iv) entering or calculating management fees; (v) entering all debit/credit card transactions; (vi) processing all invoices/bills; (vii) calculating all late fees; (viii) reconciling taxes payable by Franchisee; (ix) entering all automatic withdrawals and transfers; (x) performing regular bank reconciliations; (xi) performing regular reconciliations of guest and owner deposits; (xii) providing and monitoring monthly reports; (xiii) entering owner and lease agreements based on information provided by the FRANCHISEE; and (xiv) setting up new doors (units and buildings) in the Property Management Software.

d. Work with Franchisee in a combined effort to match Franchisor's best practices with Franchisee's business and train on processing all rent and other payments. PMiBOOKS has the right, but not the obligation, to enter data in other sections of your software as may be necessary to fulfill the purposes of this Agreement. PMiBOOKS will in no way provide, advise, or consult regarding any services related to any tax issues (federal, state, or local), unless otherwise engaged in writing, which would require additional fees.

FRANCHISEE understands that it is their responsibility to:

a. Keep your Property Management Software subscription current in order for PMiBOOKS to perform its obligations. Perform a complete and comprehensive setup of the software and qualify for all credit screening and other necessary software features by completing the background check and other setup tasks required by the Property Management Software.

b. Enter Data under the Upsell Items section of the Property Management Software, including but not limited to: (i) all management fees and categories charged by FRANCHISEE in setup; (ii) non-refundable deposit charges; (iii) your application fee charges and payments; (iv) taxes to be held according to state/county laws; (v) additional guest charges post booking; (vi) cleaning fees; (vii) refunds; (viii) additional amenity fees; (ix) rebates from vendors; (x) your other income; and (xi) payments from your tenants.

c. Enter all necessary information into the Property Management Software as assigned and with oversight by PMiBOOKS, and work with PMiBOOKS in a combined effort to

match Franchisor's best practices with Franchisee's business.

d. Provide to PMiBOOKS all Data as requested for both business expenses and Franchisee's customer expenses and charges, including the auto-charges for rent and all charges you want applied to the Lease.

e. Provide PMiBOOKS team read only access to PMI bank and business credit card account, for verification and reconciliation purposes.

f. Enter all information and documentation into the Google Drive provided by PMiBOOKS, including without limitation: vendor invoices, W-9s, and OTA (online travel agency) statements.

g. Verify all information in the Payables section of the Property Management Software that was entered by PMiBOOKS, provide a completed IRS form W-9 in addition to vendor contact information, and send to PMiBOOKS a copy of the invoice and any details that PMiBOOKS requires, in addition to any payments made by Franchisee that were not provided to PMiBOOKS.

h. Inform PMiBOOKS of payments from owners (owner contributions) upon being received from owners, verify all information, and provide a completed IRS form W-9 for each owner.

i. Provide view-only access to payment processing software used with Property Management Software. Provide view-only access to preferred vendor accounts.

j. Link bank account to Property Management Software.

k. Transfer management fees after PMiBOOKS has calculated, prepared, and paid management fees in the system.

l. FRANCHISEE will complete their own royalty reports.

If there are any data-entry issues caused by FRANCHISEE needing to be corrected by PMiBOOKS, which determination will be made by PMiBOOKS, there will be an additional charge at the market hourly rate, currently $85.00 (Eighty-Five Dollars) per hour, in order for PMiBOOKS to correct the data entry error. This charge is subject to market increases at the discretion of PMiBOOKS.

FRANCHISEE agrees and acknowledges that the obligations to be performed under this Agreement are necessary and required, and that there may be other entries to be performed by FRANCHISEE in the Property Management Software in order to fully utilize the software's features.

FRANCHISEE further agrees and acknowledges that PMiBOOKS may share any and all Data and financial information of FRANCHISEE collected or made known to PMiBOOKS with Franchisor and its officers, directors, and employees for purposes of—including but not limited to—calculating royalties, determining and analyzing financial health of Franchisee, and creating financial performance representations.

FRANCHISEE acknowledges they are using the following Property Management Software:

___ Rentvine

___ Appfolio

___ Process Street

___ QuickBooks Online

Fees may be adjusted by the PMiBOOKS team. The cost of services provided are at the following market rate, currently $20 per Door monthly, which includes $5/door for reconciliations and $15/door for bookkeeping monthly for a total of $20 per Door monthly. Additional services are billed at $75/hour ($85/hour if no doors are being billed for). Reconciling the operating bank account (property management business account) is an additional 2% of operating expenses per month. Reconciling credit card accounts is not included and the use of credit cards for trust account expenses is not allowed or recommended in order to be on PMiBOOKS. There is a minimum fee of $100.00 per month.

The market rate may be adjusted by the PMiBOOKS team at its discretion upon 30 days' notice to FRANCHISEE. Fees due for the following month will be assessed on the 15th of the previous month, and payments to PMiBOOKS will be automatically deducted by the 15th day of the month by ACH.

Acknowledgement that franchisee received a copy of the Letter of Understanding.

**Franchisee:**_____

**OVERVIEW OF ASSOCIATION SERVICES**

The PMiBOOKS team will perform the following services for FRANCHISEE after FRANCHISEE provides the required data to the PMiBOOKS team:

a. Enter Data into Property Management Software, depending on tasks, if franchisee, for a fee, elects to have PMiBOOKS do the data entry.

b. Within the payables section of the Property Management Software, (i) record invoices from vendors; (ii) create recurring invoices for vendors as specified in Data; (iii) create marked-up bills for your Franchise; (iv) attach invoices to work orders; (v) pay invoices via ACH, or record EFT payments; and (vi) post invoice to Check Printing Client Download for Franchisee to print.

c. Complete CINC DAILY TASKS, including without limitation, (i) daily bank account reconciliation; (ii) review and correct accounting alerts; (iii) review and post bank returns; (iv) process owner payments; and (v) make necessary owner adjustments.

d. Work with Franchisee in a combined effort to match Franchisor's best practices with Franchisee's business and train on processing and other payments. PMiBOOKS has the right, but not the obligation, to enter data in other sections of your software as may be necessary to fulfill the purposes of this Agreement. PMiBOOKS will in no way provide, advise, or consult regarding any services related to any tax issues (federal, state, or local), unless otherwise engaged in writing, which would require additional fees.

e. Provide monthly financial packet to FRANCHISEE for each association managed by PMiBOOKS.

FRANCHISEE understands that it is their responsibility to:

a. Keep Property Management Software subscription current in order for PMiBOOKS to perform its obligations.

b. Upload vendor invoices into CINC via Client Download.

c. Provide PMiBOOKS with all non-partner bank statements within 10 days of the month close.

d. Verify all information in the Payables section of the Property Management Software that was entered by PMiBOOKS (or Franchisee), provide a completed IRS form W-9 in addition to vendor contact information, and send to PMiBOOKS a copy of the invoice and any details that PMiBOOKS requires, in addition to any payments made by Franchisee that were not provided to PMiBOOKS.

e. Provide access to payment processing software used with Property Management Software.

f. FRANCHISEE will complete their own royalty reports.

g. FRANCHISEE will review monthly financials packets provided by the PMiBOOKS team and will notify PMiBOOKS team if there are any corrections that need to be made.

If there are any data-entry issues caused by FRANCHISEE needing to be corrected by PMiBOOKS, which determination will be made by PMiBOOKS, there will be an additional charge at the market hourly rate, currently $85.00 (Eighty-Five Dollars) per hour, in order for PMiBOOKS to correct the data entry error. This charge is subject to market increases at the discretion of PMiBOOKS.

FRANCHISEE agrees and acknowledges that the obligations to be performed under this Agreement are necessary and required, and that there may be other entries to be performed by FRANCHISEE in the Property Management Software in order to fully utilize the software's features.

FRANCHISEE further agrees and acknowledges that PMiBOOKS may share any and all Data and financial information of FRANCHISEE collected or made known to PMiBOOKS with Franchisor and its officers, directors, and employees for purposes of—including, but not limited to—calculating royalties, determining and analyzing financial health of Franchisee, and creating financial performance representations.

FRANCHISEE acknowledges they are using the following Property Management Software:

→ CINC Systems

→ PMI's Association Banking Partner

→ Process Street

→ QuickBooks Online (QBO)

Fees may be adjusted by the PMiBOOKS team. The cost of services provided are at the following rate, currently Onboarding per unit $2.50 per unit with a minimum of $75 per association. Ongoing monthly services will be charged at 20% of the monthly management fee charged to the association with a $100 minimum.

The rate may be adjusted by the PMiBOOKS team at its discretion upon 30 days' notice to FRANCHISEE. Fees due for the following month will be assessed on the 15th of the previous month, and payments to PMiBOOKS will be automatically deducted by the 15th day of the month by ACH.

Acknowledgement that Franchisee received a copy of the Letter of Understanding.

**Franchisee:** _____

## ADDENDUM B

## STATEMENT OF OWNERSHIP

**Franchise Entity: _____**

: __

**FORM OF OWNERSHIP**
(Check One)

_____Sole Proprietor ___ Partnership _____Corporation _____Limited Liability Company

---

If Sole Proprietor or Partnership:

| | | | |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| Individual Name. | Title | Address | Ownership % |
| _____ | _____ | _____ | _____ |
| Individual Name. | Title | Address | Ownership % |

**OR**

The Corporation was incorporated _____, 20__, in the state of _____.
The name, address, title and ownership percentage of each officer, director, and shareholder are provided below:

| *Legal Name of Entity* | *Title* | *Address* | *Ownership %* |
|---|---|---|---|
| By: | | | |
| By: | | | |
| By: | | | |
| By: | | | |

*Franchisee to provide a copy of the Articles of Incorporation certified by the Secretary of State and a copy of the By-laws of the Corporation certified by an officer or director of the Corporation.*

**OR**

*(Continued, next page)*
*(Addendum A, continued)*

The limited liability company was organized _____, 20___, in the state of_____.

The names and addresses of each Manager are provided below:

| *Legal Name of Entity* | *Title* | *Address* | *Ownership %* |
|---|---|---|---|
| By: | | | |
| By: | | | |
| By: | | | |
| By: | | | |

*Franchisee to provide a copy of the Certificate of Organization certified by the Secretary of State and an executed copy of the Operating Agreement.*

Any and all changes to this information must be reported immediately to Franchisor in writing. Franchisee acknowledges that this Statement of Ownership is true and accurate, and that it applies to the Business authorized under this Franchise Agreement.

Franchisee acknowledges that this Statement of Ownership applies to the Business authorized under this Franchise Agreement.

FRANCHISEE

*(If an individual)*

Signature: _____

Name: _____

***OR:*** *(If a business entity)*

Company Name:_____

Signature: _____

By: *(name)* _____

Its: *(role)* _____

## ADDENDUM C

### LOCATION AND TERRITORY

1. **Office**. The Office shall be located at:

2. **Legal Address.** The business address for any notices mailed under the Franchise Agreement shall be: _____

3. **Territory.** Franchisee's Territory is described as follows:

_____

_____

_____

Signed on this date: _____.

**FRANCHISOR**

**PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**
*a Wyoming limited liability company*

By: PMI MM, Inc., *a Wyoming corporation*
Its: Manager - Steven Hart, CEO

**FRANCHISEE**

Signature: _____

Individual:(Print Name) _____

*OR:* (*If a business entity*)

Company Name: _____
Signature: _____
By:*(Name)* _____
Its:*(Role)* _____

**ADDENDUM D**

**AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT SERVICE**

The undersigned owner(s) ("**Owner(s)**") of the bank account identified below ("**Account**") authorize and request Property Management Incorporated Franchise, LLC (the "**Franchisor**") to obtain payment for payments due, including but not limited to Royalty, expenses, and all other fee amounts owed to Franchisor pursuant to the Franchise Agreement between the Franchisor and Owner(s), as these amounts become due by initiating a payment entry to the Account. Payment should be deducted from the Account identified below. In addition, the Owner(s) authorize and request the bank identified below ("**Bank**"), to accept the payment entries presented to the Bank and to deduct such payments from the Account, without liability for the correctness of these payments.

FRANCHISEE INFORMATION:

Personal Name(s) (if Franchisee is an individual/individuals):

_____

_____

*OR: (if a business entity)*

Entity Legal Name:_____

d/b/a: _____

FRANCHISEE'S BANK ACCOUNT INFORMATION:

Bank Name: _____ Bank Address: _____

Transit Routing No.: _____ Checking Account No.: _____

SIGNATURE(S) OF ACCOUNT OWNER(S):

| | |
|---|---|
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| Signature: _____ | Signature: _____ |
| Date Signed: _____ | Date Signed: _____ |

## ADDENDUM E

## CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement ("**Confidentiality Agreement**") is entered into this _____ day of _____, 20__, by and between _____ ("**Franchisee**") and _____ ("**Employee**") residing at _____. Franchisee and the Employee may sometimes be referred to in the singular as a "**Party**" or jointly as the "**Parties**."

## RECITALS

WHEREAS, Franchisee has entered into a Franchise Agreement (the "**Franchise Agreement**" or "**Agreement**") with Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**Franchisor**"), and as such, is the beneficiary of certain proprietary, confidential, and trade secret information, including the forms, business procedures, techniques, the Marks; the manner and method of training that Franchisor delivers to Franchisee; the software, operations, revenue streams, Manual, Materials, and standards and procedures that Franchisee uses in the day-to-day operation of the Business; the methods to be used by Franchisee for finding clients and service providers; the names and other identifying information of trades who will participate in Franchisor's system; the economic and financial characteristics of Franchisor's system; and any copyrighted information owned by Franchisor or its Affiliates, that relate to Franchisee's Business, suppliers, marketing plans, and the like, developed and owned by Franchisor and made available to Franchisee (the "**Proprietary Information**");

WHEREAS, for the purposes of this Confidentiality Agreement, the term "Employee" shall mean any of Franchisee's employees, agents, contractors, and all individuals that take an active role in the operation of the Business;

WHEREAS, Employee, in the course of his or her engagement with Franchisee, will have access to such Proprietary Information;

WHEREAS, all capitalized terms not defined in this Confidentiality Agreement shall have the meaning set forth in the Franchise Agreement;

NOW, THEREFORE, in consideration of the engagement of the Employee by Franchisee, and for other good and valuable consideration, the adequacy of which is admitted by all Parties, it is agreed as follows:

## COVENANTS

1. The Recitals are incorporated herein by this reference.

2. Except as may be required in the performance of duties for Franchisee, Employee will not, during the course of his or her engagement and thereafter, directly or indirectly, use or disclose to any third party, or authorize any third party to use, any Proprietary Information relating to the Business or interest of Franchisee or Franchisor.

3. If Employee is a manager or is in a management position with Franchisee, Employee will not, during the course of his or her employment and for one (1) year thereafter, directly or indirectly in any capacity, without Franchisee's prior written consent, engage in a business or plan, organize a business, or have any

financial interest in a franchised property management company that is competitive with, or substantially similar to, the business of Franchisee or Franchisor (a "**Competitive Business**") located within a twenty (20) mile radius of Franchisee's place of business or any place of business conducted by a franchisee of Franchisor at the time of Employee's termination of engagement by becoming an owner, officer, director, shareholder, partner, associate, employee, agent, representative, contractor, or consultant, or serve in any other capacity in any Competitive Business.

4. Notwithstanding the foregoing, the ownership of not more than two percent (2%) of the voting stock of a publicly held corporation engaged in a Competitive Business shall not be considered a violation of the foregoing provision.

5. Employee, regardless of his or her position with Franchisee, will not, during the course of his or her engagement and for one (1) year thereafter, directly or indirectly attempt to employ, contract with, or solicit for any engagement, employees, contractors, or consultants of Franchisee, Franchisor, or Affiliates.

6. Employee, regardless of his or her position with Franchisee, will not, during the course of his or her engagement and for one (1) year thereafter, directly or indirectly contact any customer of Franchisee for the purpose of soliciting from any such customer any business that is the same as, or substantially similar to, the business conducted between Franchisee and the customer.

7. At the termination of his or her employment, Employee agrees to deliver to Franchisee (and will not keep in his possession or deliver to anyone else) all Proprietary Information, including all Intellectual Property, records, data, designs, photographs, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, Materials, equipment, other documents or property, or reproductions of any such items belonging to Franchisee, its successors or assigns, which relate in any way to the operation of Franchisee's business.

8. Employee hereby acknowledges and agrees that any breach by him or her of this Confidentiality Agreement will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either Franchisee or Franchisor shall be entitled to temporary, preliminary, or permanent injunctive relief for any breach or threatened breach by Employee without proof of actual damages that have been or may be caused.

9. If any provision or provisions of this Confidentiality Agreement are determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or the rest of the Confidentiality Agreement, so long as the basic intent of the Parties in entering into the Agreement may be fulfilled. This Agreement shall bind the successors and assigns of Franchisee and the heirs, personal representative, successors, and assigns of Employee.

10. All covenants made in this Agreement by Employee shall survive the termination of this Confidentiality Agreement.

11. This Confidentiality Agreement may be amended in whole or in part only by a written agreement signed by both Parties.

12. This Confidentiality Agreement memorializes and constitutes the final expression and the complete

and exclusive statement of agreement and understanding between the Parties with respect to the matters set forth herein. It supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Each of the Parties to this Confidentiality Agreement acknowledges that it has not executed this Confidentiality Agreement in reliance upon any promise, representation, statement, or warranty whatsoever, express or implied, which is not expressly contained in this Confidentiality Agreement or in reliance upon any belief as to any fact not expressly recited herein.

13. Any notice, request, demand, or other communication given pursuant to the terms of this Confidentiality Agreement shall be deemed given upon delivery, if hand-delivered, or three (3) Days after deposit in the United States mail, postage prepaid, and sent certified or registered mail, return receipt requested, addressed to the addresses of the Parties indicated below or at such other address as such Party shall have advised the other Party in writing.

**EMPLOYEE ACKNOWLEDGES READING THIS CONFIDENTIALITY AGREEMENT AND UNDERSTANDS ITS CONTENTS.**

***EXECUTED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN.***

FRANCHISEE

Company Name: _____
Signature: _____
By: _____
Its: _____

EMPLOYEE

Signature: _____
Print Name: _____

## ADDENDUM F

## GUARANTY OF FRANCHISEE'S OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS ("**Guaranty**") is entered into on _____, 20___ by _____ ("**Guarantor(s)**").

## RECITALS

WHEREAS, _____**("Franchisee")** entered into a franchise agreement with Franchisor on the day of _____, 20___ ("**Franchise Agreement**");

WHEREAS, as an inducement to Franchisor to enter into the Franchise Agreement, the Guarantor(s) agreed to fully guaranty, jointly and severally with all other guarantors, the performance of Franchisee under the Franchise Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants found herein and for other good and valuable consideration, which consideration is deemed to be adequate by all parties, each of the undersigned hereby personally and unconditionally agree to the following:

## COVENANTS

1. Guarantor(s) guarantees to Franchisor and its successors and assigns, for the Term of the Franchise Agreement, including any amendments thereto or renewals thereof, that Franchisee shall timely pay any amount required by the Franchise Agreement and shall perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement and any addenda or exhibits attached thereto as each may be amended or renewed.

2. Guarantor(s) further agrees to be personally bound by each and every term of the Franchise Agreement, as amended or renewed, and agrees to be personally liable for the breach of, and, if permitted, the cure of each and every breach of any term, covenant, or condition of the Franchise Agreement. Guarantor(s) shall also be subject to all restrictive covenants in the Franchise Agreement, including, but not limited to, any covenants not to compete.

3. The Guarantor(s) further agrees to waive each and every one of the following:

a. acceptance and notice of acceptance of the foregoing undertaking;

b. notice of demand for payment of any indebtedness or notice of any nonperformance of any obligations hereby guaranteed;

c. protest and notice of default with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

d. any right Guarantor(s) may have to require that any action be first brought against Franchisee or any other person or entity as a condition of

liability; and

e. any and all other notices and legal or equitable defenses to which Guarantor(s) maybe entitled.

4. Guarantor(s) further consents and agrees that:

a. The direct and immediate liability of each Guarantor under this Guaranty shall be joint and several;

b. Guarantor(s) shall render any payment or performance required under the Franchise Agreement upon demand of Franchisor if Franchisee fails or refuses punctually to do so;

c. The liability of each Guarantor shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims which Franchisor may from time to time grant to Franchisee or to any other person, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the Term of the Franchise Agreement, including renewals thereof.

IN WITNESS WHEREOF, each of the undersigned has affixed his, her, or its signature as of the date first found above.

GUARANTOR(S):

Home Address: _____
Phone: _____
Signature: _____

Home Address: _____
Phone: _____
Signature: _____

ADDENDUM G

**SBA ADDENDUM***

**Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.*

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**ADDENDUM TO FRANCHISE [1] AGREEMENT**

**THIS ADDENDUM** ("Addendum") is made and entered into on _____, 20____, by and between Property Management Incorporated Franchise, LLC ("Franchisor"), located at 2901 W BLUEGRASS BLVD, STE 420, LEHI, UTAH 84048, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

**CHANGE OF OWNERSHIP**

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the Franchisee's interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee.

**FORCED SALE OF ASSETS**

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchisee location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

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**COVENANTS**

- If the Franchisee owns the real estate where the franchisee location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

**EMPLOYMENT**

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

**Authorized Representative of FRANCHISOR:**

By: _____

Print Name: Steve Hart

Title: CEO

**Authorized Representative of FRANCHISEE:**

By: _____

Print Name: _____

Title: _____

**Note to Parties**: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the Franchise system must meet all SBA eligibility requirements.

# EXHIBIT C

## OPERATIONS MANUAL - TABLE OF CONTENTS

**Operations Manual - Table of Contents**

PMiWAY

## I. GENERAL TRAINING

A. NEW TO PMI
B. BASIC TRAINING
C. SYSTEM SETUP
D. FRANCHISE RESOURCES
E. DIRECTORY & SUPPORT
F. MARKETING
G. ACCOUNTING
H. NATIONAL PARTNERSHIP
I. ACTIVE CAMPAIGN
J. PMI STORE
K. 1099 REPORTING
L. BUILDING YOUR COMPANY
M. PMI SUMMIT

## II. RESIDENTIAL PILLAR TRAINING

A. NEW TO RESIDENTIAL PILLAR
B. RESIDENTIAL TRAINING
C. RESIDENTIAL SETUP
D. THRESHOLD ACCELERATION PROGRAM
E. PMI BOOKS

## III. ASSOCIATION PILLAR TRAINING

A. NEW TO ASSOCIATION PILLAR
B. ASSOCIATION TRAINING
C. ASSOCIATION SETUP
D. ASSOCIATION RESOURCES
E. ASSOCIATION BOOKS
F. THRESHOLD ACCELERATION PROGRAM

## IV. VACATION RENTAL PILLAR TRAINING

A. NEW TO VACATION PILLAR
B. VACATION TRAINING
C. VACATION SETUP
D. GUESTY
E. RESOURCES

F. TRAINING SESSIONS

## V. COMMERCIAL PILLAR TRAINING

A. NEW TO COMMERCIAL
B. COMMERCIAL TRAINING
C. COMMERCIAL SETUP

## VI. BROKERAGE TRAINING

A. REPRESENTING BUYERS
B. REPRESENTING SELLERS
C. MARKETING

# EXHIBIT D

## CURRENT FRANCHISEES

## CURRENT FRANCHISEES AS OF DECEMBER 31, 2025

**Franchisees with open outlets as of December 31, 2025**

| State | Business Name | Contact Name | City | Phone Number |
|---|---|---|---|---|
| AL | PMI Birmingham Region | John Ellis | Pelham | (608) 301-6038 |
| AL | PMI Gulf Shores | Louis Beese | Gulf Shores | (251) 200-5558<br>(815) 341-3194 |
| AL | PMI North Alabama | Scott Abernathy | Huntsville | (615) 867-8282 |
| AL | PMI River Region | Electia Love | Montgomery | (334) 819-5414 |
| AL | PMI Wiregrass | Brian Kendall | Ozark | (850) 900-7087<br>(352) 286-4698 |
| AZ | PMI Desert Properties (formerly PMI Lake Havasu) | Eddye Bean | Lake Havasu | (208) 970-2460 |
| AZ | PMI East Valley | Bill Scheidt | Scottsdale | (480) 264-7193 |
| AZ | PMI Greater Phoenix | John Khayat | Peoria | (480) 641-9163 |
| AZ | PMI Phoenix Golden West | James Murphy | Phoenix | (602) 329-9531 |
| AZ | PMI Phoenix Valley | James Bell | Phoenix | (302) 275-7574 |
| AZ | PMI PHX Gateway | Bob Hershey | Gilbert | (480) 805-5088,<br>(480) 542-8338 |
| AZ | PMI PHX SW | Maui Uhatafe | Phoenix | (623) 283-1800<br>(575) 313-0404 |
| AZ | PMI Real Estate Services | Joseph Heckel | Peoria | (623) 486-5800 |
| AZ | PMI Salt River | Terence Nei | Gilbert | 602-962-6683<br>(602) 830-4551 |
| AZ | PMI San Tan | Eric Deboer | Queen Creek | (480) 908-2250 |
| AZ | PMI Solis Properties | Marie Willis | Phoenix | (602) 836-6400 |
| AZ | PMI Tucson | Jim Murphy | Tucson | (520) 990-5509 |
| AZ | PMI US Southwest | Ann Pettit | Bullhead City | (928) 234-5555 |
| AR | PMI Heritage | Manvi Huyen | Hiwasee | (479) 326-9564 |
| AR | PMI Imagine NWA | Frank Wood | Centerton | (479) 402-1030<br>(870) 761-5058 |
| CA | PMI Alameda | Garrett Grebe | Modesto | (209) 900-2224 |
| CA | PMI American River | Justin Frank | Sacramento | (916) 573-0027 |
| CA | PMI Antelope Valley | Howard Harris | Lancaster | (661) 945-1175 |
| CA | PMI Bay Property MGMT | Robert Liu | San Mateo | (650) 881-4511<br>(888) 861-8211 |
| CA | PMI Beverly Hills | Kevin Crawford | Palm Springs | (424) 478-9757 |
| CA | PMI Central Valley | Garrett Grebe | Modesto | (209) 900-2224 |
| CA | PMI Citrus Valley | Vikki Ese Carter | Menifee | (951) 525-2089 |
| CA | PMI Coachella Valley | Kevin Crawford | Palm Springs | (442) 227-2030 |
| CA | PMI Contra Costa | Hosein Pedramfard | Walnut Creek | (925) 238-9227<br>(925) 222-5601 |
| CA | PMI County Line | Jim and Garrett Kuiphof | Santa Fe Springs | (562) 955-4022 |
| CA | PMI Del Mar | Jim Carroll | San Diego | (858) 775-5802 |
| CA | PMI East Bay | Jean-Pierre Maeder | San Francisco | (415) 997-3680 |

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|---|---|---|---|---|
| CA | PMI Elite | Rene Enriquez | Santa Clarita | (661) 519-7221 |
| CA | PMI Fertilis Properties | Hung (Henry) Tran | Rancho Cucamonga | (909) 510-7796 |
| CA | PMI Inland Empire | Samson Debebe | Rancho Cucamonga | (909) 527-4440 |
| CA | PMI LA Pacific | Dipti Kapadia | Cerritos | (323) 679-8520 |
| CA | PMI Los Angeles | Robert Cho | Los Angeles | (213) 500-0510 |
| CA | PMI Merced | Moe Jawad | Merced | (209) 222-3896 |
| CA | PMI Mission Viejo | Kevin Crawford | Palm Springs | (442) 227-2030 |
| CA | PMI Northbay | Tim Shaw | Fairfield | (707) 492-1088 |
| CA | PMI Oakland | Stephen Ajani | Oakland | (510) 255-1103,<br>(510) 545-3710 |
| CA | PMI Orange County | Kevin Wong | Irvine | (949) 438-3232 |
| CA | PMI Patron | Robert Sittman | Cypress | (714) 952-4950<br>(714) 609-1419 |
| CA | PMI Redwood Realty | Reese Shulman | Redwood | (650) 249-7460,<br>(650) 257-2220 |
| CA | PMI Riverside | Brad Allen | Riverside | (951) 784-4481 |
| CA | PMI SacValley | Richard Garbrick | Sacremonto | (530) 633-7770 |
| CA | PMI San Bernardino | Kevin Crawford | Palm Springs | (909) 310-2601 |
| CA | PMI San Diego | Luis Arce | San Diego | (858) 564-0579 |
| CA | PMI San Francisco | Jean-Pierre Maeder | San Francisco | (415) 849-2308 |
| CA | PMI San Jose | Steve Zehring | San Jose | (408) 655-5032 |
| CA | PMI Santa Cruz | Amy Walker | Santa Cruz | (831) 471-7878 |
| CA | PMI SF Peninsula | Vienna Lin | Dale City | (415) 319-4359<br>(650) 826-2070 |
| CA | PMI Smarter Solutions | Luis Adrian Arce | Menifee | (760) 290-4426<br>(626) 885-3500 |
| CA | PMI South OC | Jason Karoll | Mission Viejo | (949) 669-7566<br>(630) 947-3835 |
| CA | PMI SouthBay | Naushaba Merchant | Santa Clara | (925) 733-1500,<br>(954) 675-8481 |
| CA | PMI Sunny OC | Shane Barker | Huntington Beach | (714) 519-9111<br>(949) 688-1213 |
| CA | PMI Willow Glen | Nabeel Khashan | San Jose | (408) 516-3500 |
| CO | PMI Aspire | Peter Jakel | Lakewood | (720) 738-8500 |
| CO | PMI Breck | Trace Kaker | Breckenridge | (970) 409-0896 |
| CO | PMI Castle Rock | Michael Hays | Castle Rock | (720) 733-0896<br>(720) 989-6718 |
| CO | PMI Cherry Creek | Matt Druliner | Centennial | (310) 850-4157 |
| CO | PMI Coal Creek | Adriann Rode | Golden | (303) 403-4222 |
| CO | PMI Denver Metro | Ryan Laird | Denver | (303) 745-2220 |
| CO | PMI Denver West | Bob Weigel | Englewood | (303) 927-0404 |
| CO | PMI Elevation | James (Jim) Shonts | Lone Tree | (720) 735-7449 |
| CO | PMI Estes Park | Lowell Richardson | Estes Park | (970) 308-9720 |
| CO | PMI Foothills | Ginger & Jt Pruitt | Golden | (850) 293-0193 |
| CO | PMI Little Town | Michael Manson | Littleton | (720) 417-5246 |

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|---|---|---|---|---|
| CO | PMI Northern Colorado | Lowell Richardson | Johnstown | (970) 308-9720 |
| CO | PMI Parker | James Kitchens | Parker | (720) 933-8889 |
| CO | PMI Steamboat | Danil Sulimov | Steamboat Springs | (970) 819-4508 |
| CO | PMI Summit Colorado | Nicole Guidi | Dillon | (970)368-3130x1 |
| CO | PMI Summit Colorado - 2nd Branch | Nicole Guidi | Dillon | (303) 478-8448 |
| CO | PMI Vail | Linda Martin | Eagle | (970) 306-7886 |
| CO | PMI Winter Park | Mark Gibson | Denver | (720) 975-3402 |
| CO | PMI Aspire (Boulder) | Peter Jakel | Longmont | (720) 523-1228 |
| CT | PMI Golden Haven | Ruben Vallejo | East Haven | (203) 390-5170<br>(203) 215-2322 |
| CT | PMI Southeast CT (formerly PMI East Lyme) | Jason Archer | East Lyme | (860) 451-9101 |
| CT | PMI Thames River | Zachary Miller | Gales Ferry | (860) 271-5591 |
| DE | PMI First State | Laurent Walker | Hockessin | (302) 722-5069<br>(302) 509-2228 |
| FL | PMI Adventure Coast | Dana Reeves | Spring Hill | (352) 403-2220,<br>(401) 323-0264 |
| FL | PMI Arrico Realty and Property Management | Paul Arrington | Brandon | 813-662-9363,<br>813-662-9363 |
| FL | PMI Arrico Realty and Property Management (Lakeland) | Shannon Cornell | Lakeland | 813-662-9363<br>863.606.1094 |
| FL | PMI Aventura | Gabriel Grana | Aventura | (786) 537-0241 |
| FL | PMI Beach Properties | Maximilian Stalinski | Boynton Beach | (424) 645-4673 |
| FL | PMI Best Assets | Jesus Suarez | Davie | (954) 368-5398 |
| FL | PMI Biscayne Bay | Gilberto Rodriguez Sacramento | Aventura | (305)204-2861<br>(305)397-4456 |
| FL | PMI Brevard | Robert Pharoah | Indian Harbour Beach | (321) 866-1717 |
| FL | PMI Brickell | Rudina Gjinali | Miami | (786) 918-9573<br>(905) 487-5400 |
| FL | PMI Broward Sunrise | Frank Zangara and Anna Maria Fattore | Fort Lauderdale | (754) 755-1965<br>(416) 617-4117 |
| FL | PMI C-Shell | Will Clause | Gulf Breeze | (850) 760-0813;<br>(850) 418-6862 |
| FL | PMI Central Florida | David Pierce | Deland | (407) 913-5805 |
| FL | PMI Clearwater | Julia Masiero Martinez | Largo | (727) 601-0961 |
| FL | PMI Davis Realty | Wendell Davis | Fleming Island | (904) 237-8238 |
| FL | PMI Daytona Beach | Holly Groseth | Daytona Beach | (321) 732-5822,<br>(904) 705-1405 |
| FL | PMI Daytona Flagler | Joe Markiewicz | Palm Coast | (386) 225-4943,<br>(386) 227-6165 |
| FL | PMI Destin-30A | Mitch Newton | Niceville | (850) 803-3301 |
| FL | PMI Elite Properties | Steven White | Apollo Beach | (813) 518-5444<br>(813) 451-2982 |

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|---|---|---|---|---|
| FL | PMI Emerald Coast | | Panama City | (850) 588-4336<br>(850)851-0023 |
| FL | PMI Fort Lauderdale | Jacy Whittaker | Fort Lauderdale | (954) 399-6922<br>(954) 667-9988 |
| FL | PMI Gulf Coast | David Garafola | Naples | (239) 593-6246<br>(214) 957-7854 |
| FL | PMI Gulf Horizons | Christopher Hernandez | Pensacola | (646) 915-7309<br>(850) 565-3555 |
| FL | PMI Heartland Realty (FKA PMI Stingray Homes) | Shannon Cornelll | Punta Gorda | (239) 944-7368 |
| FL | PMI Hillsborough | Tony Hernandez | Tampa | (813) 940-7676 |
| FL | PMI Jacksonville | Philip Ashby | Jacksonville | (904) 568-1636 |
| FL | PMI JCM Realty Group | Roland Charles | Temple Terrace | (347) 699-6572 |
| FL | PMI Kissimmee | Terry Askari | Orlando | 407-820-7383<br>(416) 400-6410 |
| FL | PMI Magic City | Wayne and Goretti Moniz | Miami | (305) 619-4538 |
| FL | PMI Main Street Mgmt | Christian Trani | Orlando | (321) 430-4500<br>(407) 429-8231 |
| FL | PMI Matching Property | Noura Maouchi | Fort Lauderdale | (305) 930-5737 |
| FL | PMI Metro Lakes | Charles Bantos | Orlando | (407) 289-0010 |
| FL | PMI MetroBay | Alexandra Hernandez | Tampa | (813) 421-9356<br>(850) 491-3601 |
| FL | PMI Miami Coast (formerly PMI Miami Lakes) | Jesse Rodriguez | Miami Lakes | (305) 831-2227<br>(305) 720-2001 |
| FL | PMI North Lake Homes | Gonzalo Alonso | Hollywood | (754) 273-1882 |
| FL | PMI Ohana Orlando | Jonathan Dinges | Orlando | (973) 936-2949<br>(973) 936-2983 |
| FL | PMI Orlando | Jose Paulo Lucic | Celebration | (407) 764-7804 |
| FL | PMI Orlando Getaways | Jose Lopez Barrios | Orlando | (407) 530-3220<br>(754) 640-4384 |
| FL | PMI Orlando MyPlace | Ayman Guirguis | Orlando | (321) 324-9007<br>(407) 720-7754 |
| FL | PMI Orlando Parks | Andres Torres | Orlando | (689)250-2572<br>(407)667-4700 |
| FL | PMI Palm Properties | Greg Ross-smith | Jupiter | (561)781-7293<br>(561) 788-3094 |
| FL | PMI Palm Vista | Nathan Lippert | Riviera Beach | (561) 203-5878 |
| FL | PMI Palms | Christine & Fred Vielhauer | Tarpon Springs | (727) 362-6826 |
| FL | PMI Pinellas | Yosvani Ledo | Trinity | (786) 223-6998 |
| FL | PMI Platinum FL | Manpreet and Punnam Kang | Winter Garden | (407) 499-3725<br>(689) 240-6200 |
| FL | PMI Premium Services | Fernando David | Plantation | (954) 931-1484 |
| FL | PMI Prime Home | Wei Han | Clermont | (407) 988-5057 |
| FL | PMI Prime View | Gian Franco Saglimbeni | Weston | (954) 444-4680 |

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|---|---|---|---|---|
| FL | PMI Property Alliance | Dean Nikolic | Windermere | (407) 377-8668 |
| FL | PMI Property Solutions | David Pierce | DeLand | (407) 913-5805 |
| FL | PMI River City | Oliver Langley | Jacksonville | (904) 721-7822<br>(904) 945-9423 |
| FL | PMI Sarasota | Steven LoParco | Sarasota | (203) 249-9389 |
| FL | PMI Seagate | Peter Sholy | Delray Beach | (561) 857-4070 |
| FL | PMI Service Near | Lei Cheng | Tampa | (813) 401-0576 |
| FL | PMI Seven Hills | Brian Kendall | Tallahassee | (850) 900-7087<br>(352) 286-4698 |
| FL | PMI South Florida | Monica Ciccarelli | Coral Springs | (786) 241-9003 |
| FL | PMI South Tampa | Sunny Alexander | Tampa | (813) 537-1106<br>(813) 515-0200 |
| FL | PMI Southwest Florida | | Sarasota | (203) 249-9389<br>(203) 219-0333 |
| FL | PMI Space Coast | Cody Atchison | Melbourne | (321) 209-5443 |
| FL | PMI St. Augustine | Jason Wallis | St Johns | (904) 601-0691<br>(615) 218-6778 |
| FL | PMI Sunshine State | Boris Darchy | Miami Beach | (786)440-6157<br>(786)440-6157 |
| FL | PMI Tampa | Nicole Reinhardt | Tampa | (813) 565-7340 |
| FL | PMI Tampa Bay | Dan Spencer | Spring Hill | (352) 585-7860 |
| FL | PMI Top Florida Properties - Miami | Fabio Setton | Miami | (305) 900-5077 |
| FL | PMI Top Florida Properties - Palm Beach | Fabio Setton | Miami | (305) 830-9981 |
| FL | PMI Top TreeDo | Fabio Setton Ades | Miami | (954) 953-9333 |
| FL | PMI West Palm | Fernando Martinez | West Palm Beach | (561) 469-0006<br>(720) 243-5473 |
| FL | PMI Zaboka | Christian Aanensen | Royal Palm Beach | (561) 679-7769<br>(868) 681-9300 |
| FL | PMI Capstone | | Sarasota | (941) 554-8838 |
| GA | PMI Atlanta City | Sukhpreet Kaur Mann | Suwanee | (470) 907-2333<br>(647) 528-5200 |
| GA | PMI Atlanta OTP | Michael Ellis Hayes | Atlanta | (470) 571-0600 |
| GA | PMI Atlanta West | Mel Whatley | Smyrna | (239) 372-3702 |
| GA | PMI Beltline | Donovan Cobb | East Point | (404) 518-8874 |
| GA | PMI Centennial | Osasere Ohuoba | Johns Creek | (678) 597-8678<br>(919) 741-1333 |
| GA | PMI Coastal GA | Allan Garcia | Pooler | (912) 988-8004 |
| GA | PMI Cornerstone | Carey Jones | Kennesaw | (407) 716-9990 |
| GA | PMI East Atlanta | Renea Hawkins | Lithonia | (404) 556-2111 |
| GA | PMI Elite Experience | James Pickett | Douglasville | (678) 430-2898<br>(678) 591-1143 |
| GA | PMI Gate City | Austin Morgan | Atlanta | (770) 685-7041 |
| GA | PMI Georgia | Donna & Chris Littleton | Tyrone | (678) 782-1004 |
| GA | PMI Mountain Gateway | Michael Honiker | Cleveland | (706) 309-0206 |

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|---|---|---|---|---|
| GA | PMI North Atlanta | David Kane | Cumming | (678) 820-8764 |
| GA | PMI North GA Mountains | Bryan Avery | Mineral Bluff | (706) 920-2034<br>(706) 514-2122 |
| GA | PMI Northeast Atlanta | Kent Grothe | Suwanee | (470) 238-9150 |
| GA | PMI Oconee | Ken Colson | Greensboro | (706) 481-8491 |
| GA | PMI Perimeter | Bill Ireland | Sandy Springs | (404) 447-6349 |
| GA | PMI Reliance | Daniel Zisoff | Suwwanee | (678) 541-9990 |
| GA | PMI Savannah Metro | Tyler Lott | Savannah | (912) 680-2225<br>(208) 650-0758 |
| GA | PMI South Atlanta | Rafet Aviles | Fayetteville | (678) 929-7307 |
| GA | PMI Terminus | Diego Bedon | Atlanta | (770) 618-9225 |
| HI | PMI Maui | Matt Tarasenko | Kihei | (808) 269-8960 |
| ID | PMI Coeur d Alene | Ron Hand | Post Falls | (208) 620-1281<br>(509) 638-5690 |
| ID | PMI Grand Tetons | Eddye Bean | Driggs | (208) 354-2460 |
| ID | PMI of Boise | Parker Singleton | Boise | (208) 906-0301 |
| ID | PMI of Tree City | Kannon Callis | Nampa | (208) 505-1001 |
| ID | PMI Treasure Valley | Paul Justice | Meridian | (208) 863-3742 |
| IL | PMI Beyond the Loop | Payal Patel | Schaumburg | (847) 558-2229<br>(224) 517-2751 |
| IL | PMI Chi-Town | Pathik Parikh | Schaumburg | (312) 934-7882 |
| IL | PMI Chicago Suburbs | Dante Fiocca | Elmhurst | (630) 478-0808 |
| IL | PMI Cook County | Odell Davis | Chicago | (779) 222-6044<br>(773) 966-6120 |
| IL | PMI Metro and Suburban | Chinedu Ibe | Des Plaines | (847) 305-2559 |
| IL | PMI NVP Estates | Neil and Monali Patel | Vernon Hills | (224) 300-4234<br>(224) 677-3600 |
| IL | PMI Service Group | Keith Jablonowski | Downers Grove | (630) 791-7049<br>(630) 576-0225 |
| IL | PMI West Suburban | Dan Lucking | Naperville | (630) 536-7682 |
| IL | PMI Windy City | Dante Fiocca | Elmhurst | (847) 528-6391 |
| IN | PMI Fort Wayne | Joe Atha | Fort Wayne | (317) 572-7036 |
| IN | PMI Grand Visions | | Noblesville | (317) 572-7036 |
| IN | PMI Indianapolis | Joe Atha | Lafayette | (317) 572-7036 |
| IN | PMI Lafayette | Wendy Yuill | Lafayette | (765) 566-7400 |
| IN | PMI Michiana | Stephanie/Steven Larimore | South Bend | (206) 619-1996 |
| IN | PMI Midwest | Mark Jones | Indianapolis | (317) 546-3482 |
| IN | PMI NWI | Brad Mistina | Merrillville | (219) 318-1244 |
| IA | PMI Central Iowa | Chris Fisher | Urbandale | (515) 782-4833 |
| IA | PMI of the Midlands | Bill Wilson | Council Bluffs | (712) 828-0187 |
| KS | PMI Advisory Group | Paul Houser | Topeka | (785) 845-5197 |
| KS | PMI Air Capital | Jaclyn Lemaster | Wichita | (316) 500-7444<br>(316) 871-0665 |
| KS | PMI Destination Properties | JD Asbell | Overland Park | (913) 583-1515 |

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|---|---|---|---|---|
| KS | PMI Wichita | Matt Brandt | Wichita | (316) 416-5975 |
| KY | PMI Louisville | Richard Todd Bingham | Louisville | (502) 414-3260<br>(859) 509-7283 |
| LA | PMI Integrity Properties - Baton Rouge | Zed LaCour | Baton Rouge | (225) 306-3174 |
| LA | PMI Integrity Properties - Lafayette Parish | Zed LaCour | Lafayette | (337) 476-1176 |
| LA | PMI Integrity Properties - New Orleans | Zed LaCour | Mandeville | (337) 258-1569 |
| LA | PMI New Orleans | Terry Jackson | New Orleans | (504) 507-1701 |
| ME | PMI Vacationland | Thomas Boardman | Casco | (207) 803-0008<br>(603) 340-0985 |
| MD | PMI Annapolis | Danielle and Krishon Allen | Annapolis | (443) 782-3999 |
| MD | PMI Baltimore | Michael Daniel | Baltimore | (757) 979-0011<br>(410) 793-4345 |
| MD | PMI Bmore Metro | Terance Barkus | Owings Mills | (443) 267-6365<br>(443) 264-4443 |
| MD | PMI Capital Region | Julianne Whaylen (FKA St.Cyr) | Bethesda | (240) 600-0985 |
| MD | PMI Chevy Chase | Nicholas Lazarchick | Rockville | (301) 943-4369 |
| MD | PMI DC Beltway (Anne Arundel) (formerly PMI Real Asset MGMT) | Jack and Kelli Pinney | College Park | (301) 810-3741 |
| MD | PMI DC Beltway (Montgomery) (formerly PMI PG County) | Jack Pinney | College Park | (301) 851-6996 |
| MD | PMI DC Metro | Alexander Mccolough | Washington | (202) 742-9797<br>(301) 980-6718 |
| MD | PMI EXPerience | Stephanie Cora | Accokeek | (301) 747-2000 |
| MD | PMI Maryland Solutions | Tracy McAbee | Rockville | (410) 873-0077 |
| MD | PMI Mason Dixon | Jeff Gover | Clarksville | (443) 884-5757 |
| MD | PMI Milestone | Ernest Benjamin | Germantown | (240) 835-0495<br>(240) 205-7177 |
| MD | PMI National Harbor | Aurelia Spencer | Oxon Hill | (301) 686-7900 |
| MD | PMI Old Line | Jason Novak | Ellicott City | (667) 686-8555 |
| MD | PMI Potomac | Matthew Mangan | North Bethesda | (240) 728-7300 |
| MD | PMI Village Alliance | Ramona Williams | Jessup | (410) 982-7125 |
| MA | PMI Bay State | Russell Rivin | Franklin | (617) 564-0802 |
| MA | PMI of Greater Boston | Juan Carlos Martinez | Woburn | (617) 608-8710<br>(617) 447-6575 |
| MA | PMI Old Colony | Mark Underwood | Norwell | (781) 264-4818 |
| MA | PMI Worcester | Mark Ceppi | Shrewsbury | (774) 243-7951 |
| MI | PMI Grand Partners | Aaron Smith | Jenison | (616) 726-8272<br>(616) 350-2155 |
| MI | PMI Great Lakes | Robbin Hopkins | East Bloomfield Hills | (248) 778-5355 |
| MI | PMI Greater Detroit | Hans Stahl | Mt Clemens | (586) 458-4340<br>(248) 310-2244 |

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|---|---|---|---|---|
| MI | PMI Mid Michigan | Mike Kennedy | Fenton | (810) 962-3866,<br>(810) 397-3254 |
| MI | PMI Motor City | Elliott Broderick | Clarkston | (248) 229-5802 |
| MI | PMI West Michigan | Mike Komejan | Grand Rapids | (616) 227-0729 |
| MN | PMI Lakeshore | Brad Nelson | Edina | (218) 464-6700 |
| MN | PMI Minneapolis - St Paul | Tom Eddie | Edina | (612) 895-2700 |
| MN | PMI Minnesota | Thomas Eddie | Edina | (218) 206-4895<br>(507) 456-2112 |
| MS | PMI Biloxi | JJ Harris | Biloxi | (228) 338-3251<br>(228) 596-8821 |
| MO | PMI Fountain City | Matt Van Boening | Kansas City | (816) 762-2228<br>(913) 202-0976 |
| MO | PMI Heart of America | Deborah Ross | Kansas City | (816) 282-1822<br>(816) 885-3444 |
| MO | PMI KC Metro | Dan Hilgedick | Blue Springs | (816) 359-0330 |
| MO | PMI Ozark Professionals | Jeff Phillips | Strafford | (417) 234-5030 |
| MO | PMI STL Metro | William Schmitt and Zachary Schmitt | Chesterfield | (314) 246-0002<br>(636) 735-3450 |
| MT | PMI Madison Valley | Joseph Wright | Manhattan | (406) 282-3900<br>(406) 551-5452 |
| MT | PMI Realty Management NW | Tom Draney | Kalispell | (406) 426-1916 |
| NV | PMI Clark County | Phil Cadolino | Las Vegas | (704) 516-3844 |
| NV | PMI Henderson | Donna Brown | Henderson | (702) 330-5033 |
| NV | PMI Reno | Robert Hughes | Reno | (775) 393-9603 |
| NV | PMI Sage Rose | Timothy Cushing | Reno | (978) 930-3717 |
| NV | PMI Sierra Nevada (formerly PMI Diversified Properties) | | Reno | (775) 825-7734 |
| NV | PMI Vegas Properties | Thomas Williams | Las Vegas | (702) 600-5565<br>(702) 620-6800 |
| NH | PMI Granite State | Bryant Feeney | Amherst | (603) 821-9468<br>(603) 557-6333 |
| NH | PMI Green Rock | Lester Fehr | Hampton | (603) 601-7328 |
| NJ | PMI Central New Jersey | Carlos Ventura | Lawrence Township | (609) 227-8940 |
| NJ | PMI Essential | Jonathan Lamond | Ewing | (609) 310-3033<br>(609) 947-0769 |
| NJ | PMI Garden State | Andrew Randolph | Mt. Laurel | (856) 500-1973 |
| NJ | PMI Inspired | Devin Luna | Holmdel | (732) 484-4116<br>(732) 285-9191<br>(732) 895-9269 |
| NJ | PMI North Jersey | Jemere Smith | Teaneck | (201) 201-0180 |
| NJ | PMI Prime Property | Kevin Fletcher | Morristown | (973) 658-7500 |
| NJ | PMI Property Service | Mike Gallo | Manasquan | (732) 226-5555<br>(732) 592-8228 |
| NJ | PMI Saltwater | Tom and Linda Hoffman | Avalon | (435) 655-6485<br>(435) 655-1055 |

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| NJ | PMI South Jersey | Lavada Lindsey | Woodbury | (856) 879-1887 |
| NJ | PMI Turn Key NJ | Nicholas Schiera | Princeton Junction | (609) 913-3028 |
| NJ | SoJay Property Management | Kathy Mulholland | Swedesboro | (856) 686-5900 |
| NM | PMI 4U | Tom Dickerson | Albuquerque | (505) 448-3600 |
| NM | PMI Santa Fe | Brad Furry | Santa Fe | (505) 663-7779 |
| NY | PMI Capital District | Jon Holland | East Greenbush | (518) 618-6872 |
| NY | PMI Eastern Long Island | Greg Rishe | Southold | (631) 765-5112 |
| NY | PMI Gold Coast Properties | Dawn Depasquale | Saint James | (631) 621-2150 |
| NY | PMI Hudson | Robert Oramas | Pearl River | (917) 816-4544 |
| NY | PMI Landstar | Jaison Chazhur | New Rochelle | (203) 539-6653<br>(203) 489-5550 |
| NY | PMI Lighthouse | Paul Landman | Melville | (631)223-4257<br>(934) 500-7020 |
| NY | PMI New York City | Faiz Ahmed | New York | (212) 739-0780 |
| NY | PMI Paramount | Demetrios Kadenas | Astoria | (718) 957-0775<br>(917) 856-9059 |
| NY | PMI Properties | Andres Rabinovich | New City | (845) 397-7766 |
| NY | Gold Coast Properties (Expansion) | | St James | (631) 621-2150 |
| NC | PMI Blue Ridge | Richard and Corey Prince | Flat Rock | (910) 352-4005 |
| NC | PMI Capital City RTP | Tony Skeeter | Raleigh-Durham | (984) 255-1883 |
| NC | PMI Cardinal | AbdulHannan Malik | Charlotte | (704) 246-5000<br>(630) 479-5664 |
| NC | PMI Charlotte | Clarkston Hines | Huntersville | (704) 457-9492 |
| NC | PMI Charlotte Metro | Chad Smart | Charlotte | (704) 322-4815<br>(704) 970-0090 |
| NC | PMI CLT | Buruk Adhanom | Charlotte | (704) 420-8688 |
| NC | PMI Mecklenburg | Kiran Ravadi | Charlotte | (704) 606-1250 |
| NC | PMI Metrolina | Diana Mushill | Denver | (704) 906-5140 |
| NC | PMI Mountain and Main | Katherine Van Brocklin | Asheville | (828) 658-5558<br>(954) 270-0483 |
| NC | PMI of the Triad | Johanna Kelley | Winston Salem | (336) 701-0387 |
| NC | PMI Piedmont | Corey Prince | | (336) 600-2340 |
| NC | PMI Queen City | | Greenville | (704) 800-6432,<br>(610) 301-1055 |
| NC | PMI Raleighwood | Ekansh Bhatia | Cary | (919) 900-1000 |
| NC | PMI Triangle | Qasim Mumtaz | Raleigh | (252) 419-6016 |
| NC | PMI Wilmington | Kenneth Branche | Wilmington | (910) 637-9444<br>(919) 412-8737 |
| OH | PMI Buckeye Services | Donnie Ingram | Mason | (513) 850-2559 |
| OH | PMI Centerline (Columbus) (formerly PMI Scioto Metro) | Adrian Birchler | Columbus | (614) 285-5629 |
| OH | PMI CLE | Jeffrey Hinderschied | Chardon | (440) 332-7667 |

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|---|---|---|---|---|
| OH | PMI Columbus | Rochelle Smith | Blacklick | (614) 413-7640 |
| OH | PMI Cuyahoga Valley RAL | Jake Lippiatt | Akron | (234) 888-3200<br>(234) 800-3200 |
| OH | PMI Gatekeeper Realty Services | Jeffrey Post | Cincinnati | (513) 260-8909 |
| OH | PMI Oakridge Management | Wes Moore | Fort Loramie | (937) 901-4939 |
| OH | PMI Realty Group | Sherri Doumbia | Richmond Heights | (440) 681-2550<br>(216) 299-8203 |
| OH | PMI MVP | | Columbus | (317) 572-7036 |
| OK | PMI Green Country | Shawn Klahr | Broken Arrow | (918) 940-8811 |
| OK | PMI OKCity Local | Rusty Barber | Jones | (405) 546-1200 |
| OK | PMI Realty Solutions | Vikesh Patel | Broken Arrow | (918) 888-5009<br>(918) 417-8885 |
| OR | PMI Bridgetown | Todd Schectman | Lake Oswego | (503) 765-6505 |
| OR | PMI Central Oregon | Oliver Stretz | Redmond | (541) 728-3033 |
| OR | PMI Stumptown | Tim Clouse | Mulino | (503) 447-4224<br>(503) 330-4254 |
| PA | Key PA Property Management | Anthony Georgette | Cochranville | (302) 753-7777 |
| PA | Property Management International Greater Philadelphia | Melissa Simmons | Philadelphia | (215) 995-3093 |
| PA | Steel City Management | Fatime Perazic | Pittsburgh | (347) 729-5725<br>(412) 419-1300 |
| PA | The Burgh Property Management | Phil Hobbs | McMurray | (724) 260-0189 |
| PR | PMI Central PR | Rafael Perez | Humacao | (787) 675-3249 |
| PR | PMI Puerto Rico | Miguel Hernandez | Guaynabo | (787) 291-0086 |
| RI | PMI Rhode Island | Ed August | Middletown | (401) 234-1090 |
| SC | PMI Adams Properties (formerly PMI Lowcountry) | Aaron Lemke | Mount Pleasant | (843) 800-2329 |
| SC | PMI Fort Mill | Shanmugam Marappan | Fort Mill | (800) 200-2303,<br>(971) 409-9427 |
| SC | PMI Palmetto | Sharon Chapman | West Columbia | (803) 830-4287 |
| SC | PMI Rainbow Row | Darcy Marie Cameron | Mount Pleasant | (843) 284-6406<br>(803) 823-1631 |
| SC | PMI Soda City | Brad Swensen | Columbia | (803) 200-2814 |
| SC | PMI Southern States | Víctor Sanchez | Simpsonville | (864) 688-9281<br>(864) 884-4640 |
| SC | PMI Upstate SC | Taylor Fleisher | Greenville | (864) 326-0018 |
| TN | PMI Chattanooga | Andrea Moffett | Chattanooga | (423) 715-8538 |
| TN | PMI Clarksville | Larry Krieg | Clarksville | (931) 919-2460 |
| TN | PMI Eagles (FKA Fort Campbell) | Keith Morgan | Clarksville | (931) 378-8500 |
| TN | PMI Greater Dickson | Paul Bullington | Dickson | (615) 492-4663 |

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|---|---|---|---|---|
| TN | PMI Greater Nashville | Paul Bullington | Nashville | (615) 492-4663<br>(615) 840-3675 |
| TN | PMI Highland Ridge | Billy Wardlaw | Nashville | (731) 318-5164<br>(510) 335-5223 |
| TN | PMI Knoxville | Leslie Schuller | Knoxville | (865) 607-5458 |
| TN | PMI Middle TN | Todd Randolph | Goodlettsville | (615) 830-9738 |
| TN | PMI Music City | Lori Wood | Nashville | (615) 424-5159 |
| TN | PMI of Memphis | Scott Abernathy | Memphis | (615) 867-8282 |
| TN | PMI Professionals | Scott Abernathy | Murfreesboro | (615) 867-8282 |
| TN | PMI Scenic City | Ian Pfeiffer | Chattanooga | (423) 680-6421<br>(423) 847-2080 |
| TN | PMI Two Rivers | Andrew Kubik | Nashville | (615) 612-0101 |
| TN | PMI Whiskey Trail | Jon and Glenda Harris | College Grove | (615) 619-6050 |
| TX | PMI Alliance | Christian Smith | Flower Mound | (214) 995-8090 |
| TX | PMI ATX Properties | Greg Gunwall | Austin | (512) 651-4255<br>(512) 582-2232 |
| TX | PMI Austin | Dan Kennedy | Austin | (512) 585-6097 |
| TX | PMI Austin Experts | Anna Sanchez | Lakeway | (512) 751-2323 |
| TX | PMI Austin Metro | Brian, Brett, and Alex Koster | Lakeway | (860) 515-7131 |
| TX | PMI Bayou City | Ryan Trostad | Houston | (301) 851-6996 |
| TX | PMI Bear Creek | Marvia A. King | Houston | (713) 832-9722<br>(832) 620-1592 |
| TX | PMI Big Tex | Marco Burbano | Dallas | (214) 523-9011 |
| TX | PMI Birdy Properties | Brian Birdy | San Antonio | (210) 524-9400 |
| TX | PMI Bluebonnet Realty | Steven Poer | Blanco | (405) 312-2028 |
| TX | PMI BrightStar | Esther Holder | Converse | (210) 209-8187<br>(210) 294-9994 |
| TX | PMI Collin | Alecia Janelle Edwards | McKinney | (214) 225-8728<br>(314) 503-4205 |
| TX | PMI Corpus Christi | Jason Wendt | Corpus Christi | (361) 793-4980 |
| TX | PMI Cowboys Realty | Sridhar Ravilla | Coppell | (469) 381-1515<br>(925) 548-3769 |
| TX | PMI Cross Timbers | Craig Smith | Lewisville | (682) 610-3773<br>(469) 667-6883 |
| TX | PMI DFW Properties | Jeff Ringnald | Dallas | (214) 427-5050 |
| TX | PMI El Paso | Laura Alshouse | El Paso | (915) 900-5637 |
| TX | PMI Fine Properties | Troy Fine | Missouri City | (281) 343-3225<br>(218) 243-3225 |
| TX | PMI First SA Properties | Chih Chiao (Joe) Wang | San Antonio | (210) 729-6598 |
| TX | PMI Frisco | David Uwakwe | Plano | (214) 574-9154<br>(972) 829-0110 |
| TX | PMI Galveston Bay | Michael Truman Ii | League City | (409) 800-6500 |
| TX | PMI Heart of Texas | David Trevino | Austin | (512) 593-1631 |
| TX | PMI Infinito | Ricardo Araujo | Missouri Cit | (972) 800-9356 |

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|---|---|---|---|---|
| TX | PMI Metroplex Properties | Brian Schoolcraft | Bedford | (817) 952-9009 |
| TX | PMI Navigate | Jill Sallis | San Antonio | (210) 845-5842 |
| TX | PMI North Dallas | Oscar Pedrajo | Mckinney | (469) 734-5366 |
| TX | PMI North Texas | Katie Bedford | Frisco | (469) 656-8400 |
| TX | PMI Northwest Houston | Rehan and Ahsan Ansari | Katy | (281) 907-8190 |
| TX | PMI of the Woodlands | Sean Leidelmeyer | Magnolia | (281) 259-9428 |
| TX | PMI Pegasus | Rich Lacsamana | Dallas | (214) 702-1071 |
| TX | PMI Premier | Robert Clark | Southlake | (817) 796-6420 |
| TX | PMI Prestige | Alphard Orot | Katy | (281) 839-5542 |
| TX | PMI Profit Realty | Sam Maropis | San Antonio | (210) 213-3655 |
| TX | PMI RGV | Gustavo Terrones | Mc Allen | (956) 790-0011 |
| TX | PMI San Antonio | Keith Stone | San Antonio | (210) 802-4858 |
| TX | PMI Seguin | Robert Dury | San Antonio | (830) 272-9276 |
| TX | PMI Space City | John Salas | Rosenburg | (713) 568-2444<br>(713) 882-2374 |
| TX | PMI Tyler | Craig Meunier | Tyler | (903) 515-8400 |
| TX | PMI United | Mark Fleitman | Denton | (940) 231-0587 |
| TX | PMI Values Your Casa | Gabriel Cristain | Cypress | (832) 305-5611<br>(303) 848-9545 |
| UT | PMI Home Team | Brady Humphries | Layton | (385) 424-0020 |
| UT | PMI Jordan Valley | Lana Harriman | South Jordan | (870) 849-2256 |
| UT | PMI Made Simple | Dan Walker | Orem | (208) 841-3405 |
| UT | PMI Mountain Collection | Linda Hoffman | Park City | (435) 731-4600 |
| UT | PMI Mountain West | Steven Anderson | Bountiful | (385) 402-6250<br>(801) 631-2634 |
| UT | PMI Northern Utah | Daniel Miles | Hooper | (801) 821-0095 |
| UT | PMI Reliant | Dale Lee | Orem | (801) 960-4884 |
| UT | PMI Salt Lake | Ryan Bickmore | South Jordan | (801) 652-0424 |
| UT | PMI St. George | Leann Walters | St George | (435) 619-3619 |
| UT | PMI Summit | Andres Diaz | Cedar Hills | (801) 898-7101 |
| UT | PMI Wasatch Front LC | Dan Berry | Midvale | (801) 518-4127 |
| VA | PMI Arlington | Kelly Butcher | Arlington | (703) 661-9873<br>(703) 879-2335 |
| VA | PMI Commonwealth | Michael Johnson | Charlottesville | (434) 326-4786 |
| VA | PMI Glen Allen | Wehrner Pienaar | Glen Allen | (804) 653-7106<br>(804) 215-4422 |
| VA | PMI James River | John William Wilson | Richmond | (804) 916-5153 |
| VA | PMI Key Bridge | Jordan Day | Alexandria | (703) 440-7545<br>(703) 202-0006 |
| VA | PMI Loudoun | Anup Kumar | Ashburn | (703) 717-8509 |
| VA | PMI Lynchburg | Josh Gilmore | Lynchburg | (434) 933-5300 |
| VA | PMI of Fairfax | John Malatesta | Reston | (571) 562-5415<br>(703) 939-7523 |

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|---|---|---|---|---|
| VA | PMI Presidential | Montellace Greene | Moseley | (804) 613-3633<br>(804) 946-9990 |
| VA | PMI Prince William | David Peschio | Woodbridge | (804) 256-2932 |
| VA | PMI Richmond | Dave Peschio | Glen Allen | (804) 909-1929 |
| VA | PMI S. Hampton Roads | Thomas Veihdeffer | Virginia Beach | (757) 943-8414<br>(757) 957-4923 |
| VA | PMI Smart Choice | Ashraf (Sam) Nassar | Clifton | (703) 930-3333<br>(703) 826-0880 |
| VA | PMI Virginia | Patti & Troy Robertson | Virginia Beach | (757) 466-8378<br>(757) 752-9091 |
| VA | PMI Commonwealth (Expansion Franchise) | Michael Johnson | Blacksburg | (434) 326-4786 |
| WA | PMI Arka | Aditya Mehta | Issaquah | (425) 494-5500<br>(425) 504-0774 |
| WA | PMI Brewder Realty | Brent Brewder | Mill Creek | (425) 585-0213 |
| WA | PMI Cascade | Jeff Cridlebaugh | Tacoma | (253) 356-0330 |
| WA | PMI Equitas | David Bennett | Bothell | (425) 512-0050<br>(206) 954-7037 |
| WA | PMI Puget Sound | Alex Othon | Maple Valley | (206) 271-7253 |
| WA | PMI South Sound | Benjamin Haviland | Tacoma | (253) 342-7222 |
| WI | PMI Fox Valley | Pat McVey | Appleton | (920) 284-3328 |
| WI | PMI Green Bay | Pat McVey | Appleton | (920) 284-3328 |
| WI | PMI Northwoods | Todd Hartman | Mauston | (608) 656-5030<br>(708) 556-0033 |
| WI | PMI of Lake Country | Mike Baron | Milwaukee | (414) 433-9107 |
| WI | PMI Property Pros | Tong Vang | Milwaukee | (414) 530-1539 |

FRANCHISEES THAT HAVE SIGNED BUT NOT OPENED

| State | Business Name | Contact First Name | City | Phone Number |
|---|---|---|---|---|
| AR | PMI Imagine NEA | Frank Wood | Bentonville | (749) 402-1030 |
| CA | PMI Sac Capital | Eric Lee | Elk Grove | (916) 897-3933 |
| CA | PMI Diamond Bar | Eric Jette | Walnut | (310) 753-3234 |
| CA | Harpreet Dhillon | Harpreet Dhillon | Clovis | (403) 993-9231 |
| CO | PMI Castle Ridge | Leon Gaynor | Castle Rock | (720) 594-9738 |
| CT | PMI Mystic | Evan Lebras | Pawcatuck | (860) 460-5168<br>(443) 350-7601 |
| CT | PMI Putnam | Anthony Chabot | Putnam | (860) 821-3444<br>(508) 847-0902 |
| FL | PMI CalusaWay | Jana Boudreau | Estero | (705) 446-6937 |
| FL | PMI CLWBay | Yunya-Kate Lin | Clearwater | (778) 674-7351 |
| FL | PMI Orange Grove | Johnathan Merz | Orlando | (905) 446-0334 |
| FL | PMI Gulfside | Patrick Mann | South Naples | (239) 264-0919<br>(416) 436-7707 |
| FL | PMI Seaview | Frankie Sicoli | Miami | (416) 833-6248 |
| GA | PMI Pearl Path | Sonya Hodges | Fayetteville | (813) 767-7321 |
| IN | PMI Louisville North | Keith Perry | Jeffersonville | (317) 403-5470 |
| LA | PMI SELA | Tammy Randles | Kenner | (504) 883-5252 |
| MA | PMI MassBay | Alan Marks | Framingham | (508) 272-8730 |
| NH | PMI W Properties | Benjamin Workinger | Litchfield | (603) 729-3395<br>(603) 944-2965 |
| NH | PMI Advantage | Lester Fehr | Hampton | (603) 777-6014<br>(603) 944-0421 |
| NC | PMI Charlotte MGT | Hetas Patel | Charlotte | (423) 719-1919 |
| NC | PMI Guildford | Nicholas Riggins | Mint Hill | (704) 961-9800<br>(704) 999-8557 |
| OH | PMI REM | Joseph W. Atha | Canton | (317) 719-3029 |
| OH | PMI Premier Doors | Ukevia Richards | Lewis Center | (614) 682-9060<br>(740) 201-2100 |
| OK | PMI Woodland 66 | Troy Mann | Tulsa | (918) 809-8252 |
| OK | PMI Keystone Tulsa | Morton M. McKay | Tulsa | (918) 404-2102 |
| SC | PMI Angel Oak | Brody McFarland | Summerville | (720) 628-0862 |
| SC | PMI Bluffton HHI | Luis Villalobos | Bluffton | (540) 424-9020 |
| SC | PMI Riverwalk | Kimberly Bryant | Rock Hill | (803) 970-0200 |
| SC | PMI Columbia Riverbanks | Kenneth Darling | Columbia | (839) 262-7092<br>(839) 262-7092 |
| SD | PMI Sioux Empire | Keegen Kleinwolterink | Sioux Falls | (605) 610-7996 |
| SD | PMI Black Hills | Ruth Kopp | Sturgis | (919) 744-0578 |
| TN | PMI Broadway Mgt | Derek Lowe | Nashville | (615) 602-0862 |
| TX | PMI Capital Area | Hamza Usman | Leander | (512) 665-7934 |

# EXHIBIT E

## FRANCHISEES THAT HAVE LEFT THE SYSTEM

**FRANCHISEES WHO HAVE BEEN TERMINATED, CEASED OPERATIONS, OR NOT RENEWED IN 2025**

| State | Business Name | Contact Name | City | Phone Number |
|---|---|---|---|---|
| AL | PMI Orange Beach | | Orange Beach | (337) 476-1176<br>(225) 306-3174 |
| AR | PMI Camelback | Joseph Gannon | Phoenix | (602) 661-9300 |
| AR | PMI Northern Arizona | Sarah Thompson | Prescott | (928) 778-5181 |
| AR | PMI Phoenix Metro | Tony Cline | Goodyear | (623) 287-2500 |
| CA | PMI All Bay | Najib Rahmatti | Pleasanton | (925) 453-2727 |
| CA | PMI First Choice | Marcos Orozco | Irvine | (949) 749-2422<br>(949) 677-1233 |
| CA | PMI Harbor Beach | Latonya Deloach | Orange | (562) 371-1158 |
| CO | Colorado Casa PMI | Nicole Reinhardt | Colorado Springs | (719) 372-5844 |
| CO | PMI Cedarboldt | Elmo Morales | Denver | (720) 647-4027 |
| CO | PMI Flatirons Group | Michael Menard | Boulder | (720) 773-7570 |
| CO | PMI Mile High | Ryan Baessler | Westminster | (303) 750-7070 |
| CO | PMI Pikes Peak | Nicole Reinhardt | Fountain | (719) 372-5844 |
| FL | Marcos Ferrari | Marcos Ferrari | Key Biscayne | (786) 795-0632<br>(786) 809-4222 |
| FL | PMI Ancient City | Ricardo Rosado | Saint Augustine | (904) 540-9968 |
| FL | PMI Coastal Broward | Allen Goff Sr | Fort Lauderdale | (954) 546-4488 |
| FL | PMI Cozy Homes | Alexander & Romina Weirather | Cape Coral | (239) 344-8886 |
| FL | PMI Estero Bay | Mila Budzinsky | Fort Myers | (941) 374-2263<br>(416) 628-9222 |
| FL | PMI Gulf Property Solutions | Joe Atha | Fort Myers | (863) 899-4082 |
| FL | PMI Infinity | Alton Glenn | Ocoee | (407) 554-5655<br>(407) 756-0907 |
| FL | PMI Manatee | Joy Daniels | Bradenton | (941) 702-2600<br>(813) 535-0885 |
| FL | PMI Noble | Andrew Clower | Wesley Chapel | (813) 270-8997<br>(813) 720-8444 |
| FL | PMI Pasco | Steve Carr | Land O Lakes | (727) 602-8192<br>(813) 586-2224 |
| FL | PMI Trust | Danielle & Erwin Isokaitis | Orlando | (321) 754-0373 |
| GA | PMI 23 East | Amanda Little | Hoschton | (470) 482-0024<br>(678) 227-0040 |
| GA | PMI Peachstate | Mendez Hollis | McDonnough | (770) 284-8330 |
| GA | PMI Roswell | Keita ( KJ) Hutton | Roswell | (770) 884-4700 |
| IL | PMI Chicago Metroplex | Sammie Van Cleave | Hoffman Estates | (224) 805-2042 |
| IL | PMI Smoky Mountains | Teresa Peplow | East Peoria | (309) 264-7627 |

| | | | | |
|---|---|---|---|---|
| IN | PMI Meridian Management | Kenith Britt | Indianapolis | (317) 350-3089 |
| KN | PMI Station | Farhad Mohazabrad | Gardner | (913) 884-1720 |
| MA | PMI SK Properties | Sheriff Showunmi | Dracut | (978) 836-3044 |
| MO | PMI Lake of The Ozarks | Regan Trittler | Osage Beach | (314) 359-1877 |
| NV | PMI Urban Living | Valerie Humphrey | Las Vegas | (702) 949-7778<br>(702) 636-8369 |
| NY | PMI Albany | Jeffrey O'Shea | East Greenbush | (518) 618-6872 |
| NY | PMI Empire Solutions | Joseph Difilippi | Wantagh | (347) 623-0107 |
| NY | PMI Manhattan Group | Angela Lau | New York | (917) 737-1200 |
| NC | PMI All American | Thomas Selby Jr | Fayetteville | (910) 248-4200<br>(850) 637-3966 |
| NC | PMI Amazing Spaces | David Thompson | Charlotte | (980) 785-4434 |
| NC | PMI Wilmington (Cape Fear took DBA Name) | Kenneth Colson | Flat Rock | (910) 352-4005<br>(706) 461-3374 |
| NC | PMI Sea Island | Dayna Akers | Beaufort | (843) 310-4482 |
| TN | PMI Bluff City | Darrell Harden | Cordova | (901) 538-7400 |
| TN | PMI GOLDfeather | John McVoy | Nashville | (615) 300-5326 |
| TX | PMI Fort Bend | Josh Friday | Richmond | (815) 494-8069 |
| TX | PMI Nortex Properties | Scott Ehrenberger | McKinney | (945) 234-0700 |
| TX | PMI Phantom Realty | Monica Graves | Killeen | (512) 953-288<br>(254) 449-9996 |
| TX | PMI Republic | Rebecca Solis | Wimberley | (512) 842-9012<br>(972) 957-7800 |
| UT | PMI Intermountain Solutions Group | Jason Moyes | West Haven | (801) 759-5450 |
| UT | PMI Park City | Bradley Jensen | Park City | (385) 225-5037 |
| WI | PMI of Greater Milwaukee | Mike Baron | New Berlin | (414) 433-9107 |
| WY | PMI Yellowstone | Tiff And Tim Goeke | Powell | (307) 920-3844<br>(720) 491-2615 |

## FRANCHISEES WHO TRANSFERRED IN 2025

| State | Business Name | Contact Name | City | Phone Number |
|---|---|---|---|---|
| AL | PMI Wiregrass | Brian Kendall | Ozark | (850) 900-7087 |
| MN | PMI Minnesota | Thomas Eddie | Edina | (218) 206-4895 |
| MN | PMI Minneapolis - St Paul | Tom Eddie | Edina | (612) 895-2700 |
| NJ | PMI Saltwater | Tom and Linda Hoffman | Avalon | (435) 655-6485, |

# EXHIBIT F

## STATE-SPECIFIC ADDENDA

## CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC

THE REGISTRATION OF THIS FRANCHISE OFFERING BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMINSSIONER.

**THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.**

As a supplement to the information disclosed in this Disclosure Document, the following additional paragraphs are added:

1. Cover Page and Item 1: California requires property managers to have a real estate license and property management license obtained from the proper authorizing agency. Property managers must work under a Principal Broker in order to conduct real estate transactions in the state of California.

2. No person identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A 78a *et seq.*, suspending or expelling such person from membership in such association or exchange.

3. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The Franchisor will not enforce in California the prohibition on a franchisee employing or soliciting for employment any current or former employee of Franchisor or its Affiliates (also known as a no-poach/non-solicitation provision) in Section 14.4 of the Franchise Agreement that is disclosed in Item 17, rows q and r.

6. The Franchise Agreement requires dispute resolution by face-to-face meeting, mediation in Utah, or binding arbitration within 25 miles of Franchisor's headquarters, with the costs being borne by both parties. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

7. The Franchise Agreement requires application of the laws of the State of Wyoming. This provision may not be enforceable under California law.

8. You must sign a general release if you Transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

9. No statement, questionnaire, or acknowledgement 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 any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other terms of any document executed in connection with the franchise.

10. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFOE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

11. CALIFORNIA'S FRANCHISE INESTMENT LAW (CORPORATIONS CODE SECTIONS 31512 AND 31512.1) STATES THAT ANY PROVISION OF A FRANCHISE AGREEMENT OR RELATED DOCUMENT REQUIRING THE FRANCHISEE TO WAIVE SPECIFIC PROVISIONS OF THE LAW IS CONTRARY TO PUBLIC POLICY AND IS VOID AND UNENFORCEABLE. THE LAW ALSO PROHIBITS A FRANCHISOR FROM DISCLAIMING OR DENYING (i) REPRESENTATIONS IT, ITS EMPLOYEES, OR ITS AGENTS MAKE TO YOU, (ii) YOUR ABILITY TO RELY ON ANY REPRESENTATIONS IT MAKES TO YOU, OR (iii) ANY VIOLATIONS OF THE LAW.

12. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSITE AT www.dfpi.ca.gov.

**CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

This Addendum ("**Addendum**") is effective as of _____, 20__ to that certain Franchise Agreement dated _____, 20__ ("**Agreement**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**PMI**"), and _____ ("**Franchisee**"). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. Subparagraph 10.5 of the Franchise Agreement requires the parties to waive any and all rights to a trial by jury in the event of litigation. This provision may not be enforceable under California law.

2. The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

3. Section 14.4 of the Franchise Agreement is a no-poach/non-solicitation provision which is disfavored in California and may go against California public policy. Section 14.4 is hereby deleted.

4. Except as expressly provided herein, the Franchise Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to be effective as of the date set forth below:

Date: _____

**PMI**

Property Management Incorporated Franchise, LLC
By: PMI MM, Inc.

Its: Managing Member
Steven Hart, CEO

**FRANCHISEE**

Name of Franchisee: _____

By: _____

Print Name: _____

Title: _____

Name of Franchisee: _____

By: _____

Print Name: _____

Title: _____

**HAWAII ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

As a supplement to the information disclosed in this Disclosure Document, the following additional paragraphs are added:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

**ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

As a supplement to the information disclosed in this Disclosure Document, the following additional paragraphs are added:

1. In conformance with the 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.

2. The governing law or choice of law clause described in the Disclosure Document and contained in the Franchise Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable. Illinois law governs the Franchise Agreement(s).

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly.

4. Item 17.v. Choice of Forum is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted you by Section 4 of the Illinois Franchise Disclosure Act."

5. Item 17.w. Choice of Law is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted you by Section 4 of the Illinois Franchise Disclosure Act."

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

**ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

This Addendum ("**Addendum**") is effective as of_____, 20_to that certain Franchise Agreement dated _____, 20____ ("**Agreement**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**PMI**"), and _____ ("**Franchisee**"). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. Illinois law governs the franchise agreement(s).

2. 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.

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

4. 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.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to be effective as of the date set forth below (which shall be the same date as the Franchise Agreement):

Date: _____

## PMI - Property Management Incorporated Franchise, LLC

*By*: PMI MM, Inc.
*Its*: Managing Member

Steven Hart,
CEO

**FRANCHISEE**

Name of Franchisee: _____

By: _____
Print Name: _____

Name of Franchisee: _____

By: _____
Print Name: _____

**MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

1. Pursuant to COMAR 02.02.08.16L, the General Release required as a condition of renewal, sale and/or assignment/Transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

3. The provision in the Franchise Agreement providing for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq*.).

4. 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 any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

This Addendum ("**Addendum**") is effective as of_____, 20__ to that certain Franchise Agreement dated _____, 20__ ("**Agreement**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**PMI**"), and _____ ("**Franchisee**"). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. **Release, Estoppel, or Waiver of Liability.** All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. **Venue.** Franchisee may bring lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **General Release.** Pursuant to COMAR 02.02.08.16L, the General Release required as a condition of renewal, sale, and/or assignment/Transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. **Statute of Limitations.** Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. **Bankruptcy.** The provision in the Franchise Agreement which provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

6. 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 any statement made by any franchisor, franchise seller, or other person acting 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 Addendum to be effective as of the date set forth below:

Date: _____

**PMI**

Property Management Incorporated Franchise, LLC
By: PMI MM, Inc.
Its: Managing Member

Steven Hart,
CEO

**FRANCHISEE**

Name of Franchisee: _____

By (Franchise Name): _____

Its (Role): _____

Print Name: _____

Signature: _____

Name of Franchisee: _____

By (Franchise Name): _____

Its (Role): _____

Print Name: _____

Signature: _____

**MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BEENFORCED AGAINST YOU.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits us to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

(d) A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise Business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (5) years and (ii) you are prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least six (6) months' advance notice of our intent not to renew the franchise.

(e) A provision that permits us to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a Transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us from exercising a Right of First Refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed Transferee to meet our then current reasonable qualifications or standards.

(ii) The fact that the proposed Transferee is a competitor of us or our sub franchisor.

(iii) The unwillingness of the proposed Transferee to agree in writing to comply with all lawful obligations.

(iv) Your or proposed Transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed Transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a Right of First Refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise Transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to The Department of Attorney General, State of Michigan, 670 Law Building, Lansing, Michigan 48913, telephone (517) 373-7117.

**MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

As a supplement to the information disclosed in this Disclosure Document, the following additional paragraphs are added:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to the franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statute Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a Franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one-hundred eighty (180) days' notice for non-renewal of the Franchise Agreement, and (2) that consent to the Transfer of the franchise will not be unreasonably withheld.

3. The Franchisor will protect the Franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the Franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name. Minnesota considers it unfair not to protect the Franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g). Franchisor does not indemnify Franchisee against the consequences of the Franchisee's use of the Franchisor's service marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any claim within ten (10) days and tender the defense of the claim to Franchisor. If the Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. You must sign a General Release if you Transfer your franchise. Minnesota Rules 2860.4400(D) voids this general release.

5. With respect to the franchises governed by Minnesota law, any limitations of claims must comply with Minnesota Statutes Section 80C.17, Subd. 5.

**MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

This Addendum ("**Addendum**") is effective as of _____ to that certain Franchise Agreement dated _____ ("**Agreement**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**PMI**"), and _____ ("**Franchisee**"). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. **Release.** Minnesota Rule 2860.4400D prohibits PMI from requiring Franchisee to consent to a General Release. The Agreement is modified accordingly, to the extent required by Minnesota law.

2. **Dispute Resolution.** Section 15 is amended, to the extent required under Minnesota law, to comply with Minn. Statutes, Sec. 80C.21 and Minn. Rule Part 2860.4400J, which may prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Agreement can abrogate or reduce (1) any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. **Notice.** With respect to the franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statute Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a Franchisee be given ninety (90) days' notice of termination (with sixty 60 days to cure) and one-hundred eighty (180) days' notice for non-renewal of the Franchise Agreement and (2) that consent to the Transfer of the Franchise will not be unreasonably withheld.

4. **Indemnification for Use of Trademark.** The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota franchisees against liabilities to third parties resulting from by third parties that the Franchisee's use of the Franchisor's trademark infringes trademark rights of the third party. Franchisor will protect Franchisee's rights to the use of its service marks and all other commercial symbols and/or indemnify Franchisee from any loss, cost, or expense arising out of any claim, suit, or demand regarding the use of the name. Franchisor does not indemnify Franchisee against the consequences of the Franchisee's use of the Franchisor's service marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any the claim within ten (10) days and tender the defense of the claim to Franchisor. If the Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

5. **Limitation of Claims.** Section 10.5 of the Agreement is amended to comply with Minnesota Statute 80C.17, Subdivision 5, regarding limitation on actions to state that no action may be commenced pursuant to this section more than three (3) years after the cause of action accrues.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to be effective as of the date set forth below:

Date: _____

**FRANCHISOR**

Property Management Incorporated Franchise, LLC

By: PMI MM, Inc.
Its: Managing Member

Steve Hart, CEO

**FRANCHISEE**

Name of Franchisee: _____

By: _____

Print Name: _____

Title: _____

Signature: _____

Name of Franchisee: _____

By: _____

Print Name: _____

Title: _____

Signature: _____

**NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an Affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge, or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

This Addendum ("**Addendum**") is effective as of _____ to that certain Franchise Agreement dated _____ ("**Agreement**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**PMI**"), and _____ ("**Franchisee**"). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. The following shall be added at the end of Section 10.5 of the Agreement: "Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law (GBL) of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provision of GBL 687.4 and 687.5 be satisfied."

2. The following is added to the end of Section 13.1.3 of the Agreement: "Notwithstanding this Section 13.1.3, Franchisee shall not be required to indemnify Franchisor for any liabilities which arose as a result of Franchisor's breach of this Agreement, or other civil wrongs committed by Franchisor."

3. The following shall be added to Section 15.3.2 of the Agreement: "However, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law. This language has been included in this Disclosure Document as a condition of registration. Franchisor and Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement including all choice of law provisions, are fully enforceable. Franchisor and Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law provisions, and other dispute resolution provisions."

FRANCHISOR REPRESENTS THAT IT HAS NOT KNOWINGLY OMITTED FROM THE DISCLOSURE DOCUMENT ANY MATERIAL FACT, NOR DOES THE DISCLOSURE DOCUMENT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to be effective as of the date set forth below:

Date: _____

**PMI:**

Property Management Incorporated Franchise, LLC

By: PMI MM, Inc.
Its: Managing Member

**FRANCHISEE:**

Name of Franchisee: _____

By: _____

Print Name: _____

Title: _____

Signature: _____

Name of Franchisee: _____

By: _____

Print Name: _____

Title: _____

Signature: _____

**NORTH DAKOTA ADDENDUM TO THE**
**FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

As a supplement to the information disclosed in this Disclosure Document, the following additional paragraphs are added:

1. All covenants restricting competition shall be subject to NDCC Section 9-08-06.

2. The Franchise Agreement requires arbitration within 25 miles of Franchisor's headquarters. This provision may not be enforceable under North Dakota law.

3. The Franchise Agreement requires dispute resolution within 25 miles of Franchisor's headquarters. This provision may not be enforceable under North Dakota law.

4. The Franchise Agreement contains a liquidated damages clause and termination penalties. Under North Dakota law, certain liquidated damages clauses and termination penalties are unenforceable.

5. The Franchise Agreement requires application of the laws of the State of Wyoming. This provision may not be enforceable under North Dakota law.

6. North Dakota law prohibits the Franchisor from requiring waiver of a jury trial or waiver of exemplary and punitive damages.

7. North Dakota law prohibits the Franchisor from requiring a waiver of exemplary and punitive damages.

8. You must sign a General Release if you Transfer your franchise. North Dakota law voids a waiver of certain rights under a General Release.

9. With respect to the franchises governed by North Dakota law, any limitations of claims must comply with North Dakota law and applicable statutes of limitations.

10. With respect to the franchises governed by North Dakota law, the Prevailing Party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

**RHODE ISLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT - PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

As a supplement to the information disclosed in this Disclosure Document, the following additional paragraphs are added:

1. § 19-28.1-14 of the Rhode Island Franchise Investment Act (the "**Act**") in part provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a Claim otherwise enforceable under this Act."

**RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT**
**PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

This Addendum ("**Addendum**") is effective as of _____ to that certain Franchise Agreement dated __/__/____ ("**Agreement**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**PMI**"), and ___ ("**Franchisee**"). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Rhode Island as it applies to a contract made and performed in such state.

2. Waivers Void. Any condition, stipulation or provision in the Agreement requiring Franchisee to waive his or her rights under the Rhode Island Franchise Investment Act (the "Act") shall be void. Such a waiver of rights does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate the Act or a rule or order under the Act and does not affect the settlement of disputes, claims or civil lawsuits arising or brought under the Act.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to be effective as of the date set forth below:

**PMI**

Date: _____

Property Management Incorporated Franchise, LLC

By: PMI MM, Inc.
Its: Managing Member

**FRANCHISEE**

Date: _____
Name of Franchisee: _____
Title: _____
Signature: _____

Date: _____
Name of Franchisee: _____
Title: _____
Signature: _____

**VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**
**PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Property Management Incorporated Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. Additional Disclosure. The following statements are added to Item 17.e:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a Franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the Franchisor to induce a Franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. Additional Disclosure. The following statements are added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**
**PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC**

This Addendum ("**Addendum**") is effective as of _____ to that certain Franchise Agreement dated __/__/____ ("**Agreement**") by and between Property Management Incorporated Franchise, LLC, a Wyoming limited liability company ("**PMI**"), and ___ ("**Franchisee**"). Notwithstanding any provisions in the Agreement, PMI and Franchisee hereby agree to the following:

1. **Dispute Resolution.** In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. In addition, if litigation is not precluded by the Franchise Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.

3. **Release or Waiver.** A release or waiver of rights executed by you may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

4. **Transfer Fees.** Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a Transfer.

5. **Non-Compete.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of yours, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of yours under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

6. **Non-Solicitation.** RCW 49.62.060 prohibits us from restricting, restraining, or prohibiting you from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii)soliciting or hiring any employee of ours. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your Franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your Franchise.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to be effective as of the date set forth below:

**PMI**

Date: _____

Property Management Incorporated Franchise, LLC

By: PMI MM, Inc.
Its: Managing Member

**FRANCHISEE**

Date: _____

Name of Franchisee: _____

By: _____

Print Name: _____

Title: _____

# EXHIBIT G

# FINANCIAL STATEMENTS

# PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC

FINANCIAL REPORT
AS OF DECEMBER 31, 2025

# PROPERTY MANAGEMENT INCORPORATE FRANCHISE, LLC

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KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

*Independent Auditor's Report*

To the Members
Property Management Incorporated Franchise, LLC
Lehi, Utah

***Opinion***

We have audited the accompanying financial statements of Property Management Incorporated Franchise, LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of operations, members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Property Management Incorporated Franchise, LLC as of December 31, 2025 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the 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 Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

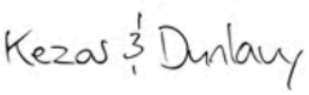
***Auditor's Responsibilities for the Audit of the Financial Statements***

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 opinion. 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 generally accepted auditing standards 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, including omissions, 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 generally accepted auditing standards, 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 Company'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 Company'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.



St. George, Utah
March 19, 2026

# PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC
## BALANCE SHEET
As of December 31, 2025

| | 2025 |
|---|---|
| Assets | |
| Current assets | |
| Cash and cash equivalents | $ 577,358 |
| Restricted cash | 1,473,637 |
| Accounts receivable, net | 2,770,381 |
| Prepaid expenses | 399,334 |
| Deferred contract costs, current | 453,904 |
| Total current assets | 5,674,614 |
| Non-current assets | |
| Goodwill and intangible assets, net | 495,466 |
| Right of use asset | 540,417 |
| Property and equipment | 198,169 |
| Deferred contract costs, non-current | 2,357,512 |
| Other assets | 33,298 |
| Total non-current assets | 3,624,862 |
| Total assets | $ 9,299,476 |
| | |
| Liabilities and Members' Equity | |
| Current liabilities | |
| Accounts payable and accrued expenses | $ 919,551 |
| Line of credit | 800,000 |
| Event deposits and advances on contracts | 255,467 |
| National advertising fund liability | 1,267,459 |
| Deferred non-refundable franchise fees, current | 581,898 |
| Operating lease liability, current | 314,435 |
| Note payable, current | 20,940 |
| Total current liabilities | 4,159,750 |
| Non-current liabilities | |
| Deferred non-refundable franchise fees, non-current | 2,904,962 |
| Operating lease liability, non-current | 454,321 |
| Note payable, non-current | 83,758 |
| Total non-current liabilities | 3,443,041 |
| Total liabilities | 7,602,791 |
| | |
| Members' equity | 1,696,685 |
| Total liabilities and members' equity | $ 9,299,476 |

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

# PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC
## STATEMENT OF OPERATIONS
For the year ended December 31, 2025

| | 2025 |
|---|---|
| Operating revenues | |
| Royalties | $ 6,380,455 |
| Marketing fees | 4,228,439 |
| Initial franchise fees | 2,513,283 |
| Franchisee services | 1,053,666 |
| Other operating revenue | 6,043,150 |
| Total operating revenues | 20,218,993 |
| Cost of sales | 6,235,846 |
| Gross profit | 13,983,147 |
| Operating expenses | |
| Salaries, wages and related | 5,524,012 |
| General and administrative | 2,478,146 |
| Professional fees | 223,431 |
| Advertising and marketing | 224,524 |
| Depreciation and amortization | 237,918 |
| Total operating expenses | 8,688,031 |
| Income from operations | 5,295,116 |
| Non-operating expense | |
| Gain and loss | 12,934 |
| Other income | - |
| Interest income | 39,048 |
| Interest expense | (263,008) |
| Total non-operating expense | (211,026) |
| Net income | $ 5,084,090 |

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

PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC
STATEMENT OF MEMBERS' EQUITY
For the year ended December 31, 2025

| | Member Contributions | Member Unit Receivable | Accumulated Earnings (Deficit) | Total |
|---|---|---|---|---|
| Balance January 1, 2025 | $ 2,019,118 | $ (223,752) | $ (643,163) | $ 1,152,203 |
| Member contributions | - | 9,338 | - | 9,338 |
| Member distributions | - | - | (4,548,946) | (4,548,946) |
| Net income | - | - | 5,084,090 | 5,084,090 |
| Balance December 31, 2025 | $ 2,019,118 | $ (214,414) | $ (108,019) | $ 1,696,685 |

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

# PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC

## STATEMENT OF CASH FLOWS

For the year ended December 31, 2025

| | | 2025 |
|---|---|---|
| Cash flow from operating activities: | | |
| Net income | $ | 5,084,090 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | | 237,918 |
| Changes in operating assets and liabilities: | | |
| Restricted cash | | (206,573) |
| Accounts receivable | | (395,682) |
| Prepaid expenses | | (67,464) |
| Deferred contract costs | | 255,282 |
| Deferred non-refundable franchise fees | | (416,099) |
| Operating lease asset and liability | | (53,357) |
| Accounts payable and accrued expenses | | (371,050) |
| National advertising fund liability | | 247,255 |
| Event deposits and advances on contracts | | (1,843) |
| Net cash provided by operating activities | | 4,312,477 |
| Cash flows from investing activities: | | |
| Investment in intangible assets | | (25,136) |
| Purchase of property and equipment | | (58,544) |
| Net cash used in investing activities | | (83,680) |
| Cash flows from financing activities: | | |
| Principal debt payments | | (71,950) |
| Net change in line of credit | | 400,000 |
| Member contributions | | 9,338 |
| Member distributions | | (4,548,946) |
| Net cash used in financing activities | | (4,211,558) |
| Net change in cash and cash equivalents | | 17,239 |
| Cash at the beginning of the year | | 560,119 |
| Cash at the end of the year | $ | 577,358 |
| Supplementary disclosures of cash flows | | |
| Cash paid for interest | $ | 263,008 |
| Cash paid for taxes | $ | - |
| Non-cash financing and investing activities | | |
| Purchase of vehicle with debt | $ | 104,698 |

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

# PROPERTY MANAGEMENT INCORPORATED FRANCHISE, LLC
## NOTES TO THE FINANCIAL STATEMENTS
## DECEMBER 31, 2025

(1) Nature of Business and Summary of Significant Accounting Policies

*(a) Nature of Business*

Property Management Incorporated Franchise, LLC (the "Company") was formed on March 21, 2008 in the State of Nevada as a limited liability company ("LLC"). The Company was reorganized as a Wyoming limited liability company on March 22, 2016. The Company offers franchises to qualified entities or individuals to engage in a franchised business model that offers a broad spectrum of community association, commercial, residential, and short-term rental property management and real estate services.

The Company has four affiliates through common ownership ("Affiliate(s)"). PMI Investments, LLC, ("PMI Investments" or "PMII") a Wyoming limited liability company, was formed on March 21, 2008. PMI MM, Inc., was formed as a Nevada corporation, on March 21, 2008 and is the Company's manager. PMI Investments and PMI MM, Inc. were originally formed as Nevada limited liability companies and were reorganized as Wyoming limited liability companies on March 22, 2016. PMI International, LLC ("International"), was formed as a Wyoming limited liability company on January 27, 2017. PMI of Utah, LLC, was formed on June 28, 2011, as a Utah limited liability company.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

*(b) Accounting Standards Codification*

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission ("SEC"), superseding existing FASB, American Institute of Certified Public Accountants, Emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

*(c) Use of Estimates*

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

*(d) Cash and Cash Equivalents*

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase.

*(e) Restricted Cash*

Restricted cash balances consist of amounts collected in advance on franchise contracts in connections with the granting of E-2 visas by the United States Government to the franchisee and contributions to the National Advertising Fund by franchisees in excess of expenditures.

*(f) Financial Instruments*

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, operating notes receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and

terms offered to the Company for similar debt are substantially the same. Related party transactions may not be stated at fair market value.

*(g) Accounts Receivable*

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and services provided to franchisees. These receivables are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts. When determining the allowance for doubtful receivable, the Company has adopted ASC 326, *Financial Instruments—Credit Losses*. This standard requires that management utilize the Current Expected Credit Losses ("CECL") model to recognize the appropriate allowance for doubtful receivables. This model requires entities to estimate and recognize expected credit losses over the life of the financial instrument.

For trade receivables, management has elected to apply a simplified approach, based on historical loss experience and adjustments for current and forecasted economic conditions. Management regularly evaluates individual customer receivables, considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2025, the Company had an allowance for doubtful accounts of $506,003. Bad debt expense for the year ended December 31, 2025 was $807,800.

*(h) Property and Equipment*

In accordance with ASC 360, *Property, Plant and Equipment*, the Company accounts for property and equipment at cost less accumulated depreciation. Items in excess of $1,000 that meet specific guidelines are capitalized. Expenditures for major renewals and improvements are capitalized. Minor replacements, maintenance, and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the cost of the asset and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the result of operations for the respective period. Depreciation on property and equipment is calculated on the straight-line method over the estimated useful lives of the assets. The estimated useful lives for significant property and equipment categories are as follows:

| | |
|---|---|
| Vehicles | 5 years |
| Equipment | 5 years |
| Furniture and fixtures | 5 years |
| Leasehold improvements | Lesser of the useful life or lease term |

*(i) Goodwill and Intangible Assets*

The Company has acquired goodwill and intangible assets, which consist of trademarks and internal-use software. The Company has elected to implement the private company standards outlined in ASC 805-20, *Business Combinations*, which provides the option not to recognize separate from goodwill: (a) customer-related intangible assets and (b) non-competition agreements. Rather, the value of these intangibles would be included as a part of goodwill. Under the private company standard, goodwill is amortized over a useful life of ten years. Through evaluation of the useful lives of the trademarks and internal-use software, management has estimated a useful life of ten years and three years, respectively. Potential for impairment is considered only upon the occurrence of a triggering event. As of December 31, 2025, the carrying value of goodwill and intangible assets were not considered impaired.

*(j) Long Lived Assets*

Long–lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future

cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset.

*(k) Leasing*

The Company has adopted ASC 842, *Leases*. The Company has an operating lease for office space. This lease required the Company to record a right-of-use asset and lease liability. The lease liability reflects the present value of the Company's estimated future minimum lease payments over the lease terms, discounted using a collateralized incremental borrowing rate. The impact of ASC 842 is non-cash in nature and does not affect the Company's cash flows.

The Company has made an accounting policy election not to recognize right-of-use assets and lease liabilities that arise from any of its short-term leases. All leases with a term of 12 months or less at commencement, for which the Company is not reasonably certain to exercise available renewal options that would extend the lease term past 12 months, will be recognized on a straight-line basis over the lease term.

*(l) Revenue Recognition*

The Company has adopted ASC 606, *Revenue from Contracts with Customers*. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue. For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the various components of the transaction price and the Company's performance obligations.

The Company's revenues consist of initial franchise fees, royalties, marketing fees, and franchisee services.

*Royalty and marketing fees*

Upon evaluation of the five-step process, the Company has determined that royalty and marketing fees are to be recognized in the same period as the underlying sales, in accordance with the sales-based royalty exception.

*Franchisee service fees*

The Company provides technology and other services (including applicant screening, accounting/bookkeeping, and marketing) to its franchisees on a monthly basis. Upon evaluation of the five-step process, the Company has determined that technology fees are to be recognized in the same period as the services are provided.

*Initial franchise fees*

The Company is required to allocate the transaction price associated with initial franchise fees between the franchise license and associated performance obligations. In identifying the associated performance obligations, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. In addition, the practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation, which the Company has elected to adopt. These pre-opening services include the following (which the Company may or may not provide all of):

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping

- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

In determining the allocation of transaction price (the initial franchise fee) to either the license or to the pre-opening services, the Company has determined the standalone selling price of its pre-opening services and allocates the value to those pre-opening services. The portion of the franchise fees allocated to pre-opening services are then recognized as revenue when those pre-opening services have been completed (generally occurs upon commencement of the associated franchised location's operations). The remainder is allocated to the license and is recognized over the course of the franchise agreement term, which is generally ten years.

*(m) Income Taxes*

The Company is structured as a limited liability company under the laws of the state of Wyoming. Accordingly, the income or loss of the Company will be included in the income tax returns of the member. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2025, the 2024, 2023, and 2022 tax years are subject to examination.

*(n) National Advertising Fund*

The Company has established a fund to promote public awareness of the brand. Franchisees contribute funds, which are based on a percentage of gross revenue, on a monthly basis. Any unused funds collected in a calendar year are to be retained and accumulated in the following year's funds and are used solely for the purpose of developing the brand and increasing public awareness.

*(o) Advertising Costs*

The Company expenses advertising costs as incurred. Advertising expenses for the year ended December 31, 2025 were $224,524.

*(p) Concentration of Risk*

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Prepaid Expense

The Company has prepaid expenses on its balance sheet, which represent payments made in advance for goods or services to be received in the future. These prepaid expenses will be recognized as expenses in the periods in which the related goods or services are consumed or utilized. The Company may have prepaid expenses for various items such as insurance premiums, rent, subscriptions, or maintenance services.

(3) Goodwill and Intangible Assets

As of December 31, 2025, the Company's goodwill and intangible assets consisted of the following:

| | 2025 |
|---|---|
| Internal-use software | $ 517,687 |
| Goodwill | 215,000 |
| Trademarks | 123,208 |
| | 855,895 |
| Less: accumulated amortization | (360,429) |
| | $ 495,466 |

Amortization expense for the year ended December 31, 2025 was $150,543. As of December 31, 2025, future amortization is expected to be as follows:

| | |
|---|---|
| 2026 | $ 177,429 |
| 2027 | 122,058 |
| 2028 | 77,518 |
| 2029 | 32,978 |
| 2030 | 29,395 |
| Thereafter | 56,088 |
| | $ 495,466 |

(4) Operating Lease

During the year ended December 31, 2023, the Company entered into a lease agreement for office space with a 60-month term. As of December 31, 2025, the Company recorded a right of use asset of $540,417. As of December 31, 2025, the Company had the following lease liability:

| | 2025 |
|---|---|
| Lease liability, current | $ 314,435 |
| Lease liability, non-current | 454,321 |
| | $ 768,756 |

As of December 31, 2025, the future minimum lease payments under non-cancelable operating leases are as follows:

| | |
|---|---|
| For the year ended December 31, | |
| 2026 | $ 380,353 |
| 2027 | 391,783 |
| 2028 | 99,893 |
| Total lease payments | 872,029 |
| Less: amounts representing interest (discount rate of 10.5%) | (103,273) |
| Total operating lease liability | $ 768,756 |

(5) Equipment

As of December 31, 2025, the Company's equipment consisted of the following:

| | 2025 |
|---|---|
| Furniture and equipment | $ 171,512 |
| Vehicles | 104,698 |
| | 276,210 |
| Less: accumulated depreciation | (78,041) |
| | $ 198,169 |

Depreciation expense for the years ended December 31, 2025 was $87,378.

(6) Accrued Expenses

The Company's accrued expenses consist of accrued payroll, commissions, and unbilled professional fees.

(7) Line of Credit

The Company has a revolving line of credit with a bank. Under the terms of the credit agreement the Company may borrow up to $2,000,000. The credit facility matures September 9, 2026. Interest is payable monthly at the prime rate of interest as published by the Wall Street Journal. The revolving line of credit is collateralized by certain assets of the Company and the personal guarantees of the members of the Company. The principal amount outstanding as of December 31, 2025 was $800,000.

(8) Note Payable

During the year ended December 31, 2025, the Company purchased a vehicle with a loan from a third-party financial institution. The loan has an initial principal balance of $104,698, accrues interest at an annual rate of 8.95%, and requires monthly payments of $1,936. The current portion of the note payable is the estimated principal payments due over the coming twelve-month period.

(9) Franchise Agreements

The Company's franchise agreements generally provide for payment of initial fees as well as continuing royalties and marketing fees to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the Property Management Incorporate system for a period of ten years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions allocated to pre-opening services are recognized when the franchisee begins operations, while the remainder is recognized over the franchise agreement term. The current portion of deferred contract costs and deferred initial franchise fees represents the amount expected to be recognized in the coming twelve-month period.

Disaggregated franchise fee revenue based on the satisfaction of performance obligations in the Company's contracts with franchisees for the year ended December 31, 2025 is as follows:

| | 2025 |
|---|---|
| Performance obligations satisfied at a point in time | $ 1,664,342 |
| Performance obligations satisfied over the life of the contract | 848,941 |
| Total initial franchise fee revenue | $ 2,513,283 |

The following table represents the activity of the Company's deferred contract costs for the year ended December 31, 2025:

| | 2025 |
|---|---|
| Beginning deferred contract costs | $ 3,066,698 |
| Additions | 1,524,264 |
| Expenses recognized | (1,779,546) |
| Ending deferred contract costs | $ 2,811,416 |
| | |
| Deferred contract costs, current | $ 453,904 |
| Deferred contract costs, non-current | 2,357,512 |
| | $ 2,811,416 |

The following table represents the activity of the Company's deferred initial franchise fees for the year ended December 31, 2025:

| | 2025 |
|---|---|
| Beginning deferred initial franchise fees | $ 3,902,959 |
| Additions | 2,097,184 |
| Revenue recognized from beginning deferred revenue | (516,877) |
| Revenue recognized from contracts executed in the current year | (1,996,406) |
| Ending deferred initial franchise fees | $ 3,486,860 |
| | |
| Deferred initial franchise fees, current | $ 581,898 |
| Deferred initial franchise fees, non-current | 2,904,962 |
| | $ 3,486,860 |

(10) Event Deposits and Advances on Contracts

The Company has received deposits from franchisees for the Company's annual convention and royalties to be recognized in subsequent periods. These unearned revenues are classified as current, as they are expected to be recognized in the coming twelve-month period.

(11) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC 450, *Contingencies*, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(12) Subsequent Events

Management has reviewed and evaluated subsequent events through March 19, 2026, which is the date the financial statements were available to be issued.

# EXHIBIT H

## STATE-EFFECTIVE DATES & RECEIPTS

## 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 | Pending |
| Hawaii | Pending |
| Illinois | Pending |
| Indiana | Pending |
| Maryland | Pending |
| Michigan | Pending |
| Minnesota | Pending |
| New York | Pending |
| North Dakota | Pending |
| Rhode Island | Pending |
| South Dakota | Pending |
| Virginia | Pending |
| Washington | Pending |
| Wisconsin | Pending |

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.

## RECEIPT

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 PMI offers you a franchise, PMI must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, PMI or an Affiliate in connection with the proposed franchise sale **[or sooner if required by applicable state law**]. Under Michigan law, if applicable, PMI must provide this Disclosure Document to you at least ten (10) business days before the execution of the franchise or other agreement or payment of any consideration that related to the franchise relationship. Under New York law, if applicable, PMI must provide this Disclosure Document to you at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or payment of any consideration that relates to the franchise relationship. A list of registration states and effective dates is included in this Exhibit H-2, State Effective Dates.

If PMI does 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, DC 20580, and the appropriate state agency identified on Exhibit A.

The Franchisor is Property Management Incorporated Franchise, LLC, located at 2901 W Bluegrass Blvd, Ste 420, Lehi, Utah 84048. Its telephone number is (801) 407-1301

Issuance Date: March 30, 2026

The name, principal business address and telephone number of each franchise seller offering the franchise: Steven Hart, Jeremiah Cundiff, Orlando Pedrero, Aaron McElhiney, James Schrader, Jeff Roberts, Bob Butterfield, Krechelle Pacaro, and Nic Pacaro. Property Management Incorporated Franchise, LLC at 2901 W Bluegrass Blvd, Ste 420, Lehi, Utah 84048, 801-407-1301.

PMI authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

**IMPORTANT:** Enter the date below that you received the FDD (the date it was delivered to you). This date marks the beginning of the mandatory review period.

I received the Franchise Disclosure Document (FDD) on _____, 20___ (the date the FDD was first delivered to me) that included the following Exhibits:

| | |
|---|---|
| Exhibit A | List of State Agencies/Agents for Service of Process |
| Exhibit B | Franchise Agreement |
| Exhibit C | Operations Manual Table of Contents |
| Exhibit D | Current Franchisees |
| Exhibit E | Franchisees That Have Left the System |
| Exhibit F | State-Specific Addenda |
| Exhibit G | Financial Statements |
| Exhibit H | State-Effective Dates & Receipts |

_____
**Signature of Prospective Franchisee**

_____
**Printed Name**

_____
**Date of Signature** *(do not leave blank)*
The date entered may be the same as when you received the FDD, or it may be later.

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| Exhibit E | Franchisees That Have Left the System |
| Exhibit F | State-Specific Addenda |
| Exhibit G | Financial Statements |
| Exhibit H | Receipt |

This Receipt will be delivered electronically through a system that provides confirmation of receipt and maintains verifiable records of delivery.