


# FRANCHISE DISCLOSURE DOCUMENT

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# REAL PROPERTY MANAGEMENT SPV LLC

a Delaware limited liability company
1010 North University Parks Drive
Waco, Texas 76707
(254) 745-2404
Fax: (254) 745-2412
www.realpropertymgt.com

A Real Property Management franchise permits you to operate a business providing property management services, including the management of maintenance and repair services and rent collection. A Real Property Management franchise is generally granted within a metropolitan area that has a population of more than 100,000 people and more than 10,000 single family rentals. However, at our discretion, we may grant a franchise within an isolated metropolitan area that has a population of fewer than 100,000 people, and for existing franchisees, we may grant additional franchises within an area that has a population of less than 60,000.

The total investment necessary to begin the operation of a franchise ranges from $99,341 to $244,302. This includes $69,900 that must be paid to the Franchisor or an affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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 Bradley Stevenson, 1010 North University Parks Drive, Waco, Texas 76707, 254-745-2400.

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, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

Date of Issuance: April 2, 2026, as amended August 11, 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 E & F. |
| **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 C 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 REAL PROPERTY MANAGEMENT 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 REAL PROPERTY MANAGEMENT franchisee?** | Item 20 or Exhibits E & F lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

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

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

2. **Mandatory Minimum Payments**. You must make minimum license fee payments, regardless of your sales levels. Your inability to make the payments may result in the termination of your franchise and the loss of your investment.

3. **Spousal Liability**. Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

4. **Sales Performance Requirement**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, 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.

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW**

**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 BE ENFORCED AGAINST YOU:**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials that have no value to the franchisor 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 5 years and (ii) the franchisee is 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 the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor 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 this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision that permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor 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 franchisee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor 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 the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

(j) If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

**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 the notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise
G. Mennen Williams Building, First Floor
525 West Ottawa
Lansing, Michigan 48933
Telephone: 517-373-7117

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|---|---|
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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT R.

## ITEM 1

## THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

For ease of reference in this disclosure document, the franchisor, Real Property Management SPV LLC, is referred to as "we," "our," "us," "Franchisor," "RPM" and sometimes "Real Property Management" and the person who buys the franchise is referred to as "you", "your", or "Franchisee". The business that is operated under the Franchise Agreement is referred to as the "franchise" or the "Business" and the right to operate granted by the Franchise Agreement is sometimes referred to as the "license" or "franchise." If you are a legal entity, the provisions of the Franchise Agreement and related agreements apply to your owners.

This disclosure document outlines and summarizes some contractual obligations of both the Franchisor and the Franchisee which are found in the Franchise Agreement and other agreements. For ease of reference and understanding, these obligations may be paraphrased or described in general terms in this document.

The Franchisor and Predecessor

The Franchisor is Real Property Management SPV LLC. We are a Delaware limited liability company organized on November 13, 2020. Our principal business address is 1010 North University Parks Drive, Waco, Texas 76707. We do business under the names Property Management Business Solutions, Real Property Management and Realevate. We have not previously offered franchises in any other line of business. Our agents for service of process are listed on Exhibit B.

Our predecessor and affiliate is Property Management Business Solutions, LLC, which is a Utah limited liability company that was formed on April 21, 2004 ("Predecessor"). From 2005 until the closing of the 2021 Securitization Transaction (as defined below) in March 2021, Predecessor offered franchises for the operation of businesses providing property management services, including management of maintenance and repair services and rent collection under the Real Property Management name. Predecessor was acquired by Dwyer Franchising, LLC d/b/a Neighborly on February 26, 2018. Predecessor maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. We have not had any other predecessors during the 10-year period immediately before the date of this disclosure document.

Our Business Experience

Since 2005, Predecessor and we have offered franchises for the operation of a business which provides property management services, including maintenance and repair management services and rent collection under the Real Property Management name (the "RPM Business"). The franchise or franchised business does business under our service name, Real Property Management, and may also use the abbreviated name RPM, Realevate®, as well as the additional service marks, trademarks, trade names, logos, emblems, slogans or indicia of origin which are or may be designated by us in the future (our "Marks"). The standard Real Property Management franchise we offer is a franchise purchased within a metropolitan area that has a population of more than 100,000 people, and more than 10,000 single family rentals, but at our discretion, we may grant a franchise within an isolated metropolitan area that has a population of fewer than 100,000 people and for existing franchisees we may grant additional franchises within an area that has a population of fewer than 60,000 people. The franchise typically requires between 500 to 1,000 square feet of space and is typically located in an office building or shared office complex. The franchise operates using our standards and business methods, called our "System" or the "Real Property Management System," which includes operating systems, marketing systems, business techniques, and methods, processes, policies, and procedures for providing real property management services that include, but are not limited

to, tenant screening and placement, leasing, rent and fee collection, maintenance, evictions, accounting, and marketing and advertising, for single and multi-family residential properties, commercial properties, Real Estate Owned (REO) properties, vacation rentals and common interest communities; and, items of trade dress and sales, leadership and management training for the development and operation of REAL PROPERTY MANAGEMENT Businesses, including all training materials; all as the same may exist today or as the same may change from time to time, as specified in the Operating Manual or as otherwise reasonably directed by us from time to time. As of December 31, 2025, there were a total of 450 REAL PROPERTY MANAGEMENT franchises in operation in the U.S.

We may, from time to time, offer certain existing franchisees that are operating under prior forms of franchise agreement the opportunity to renew their franchise relationship before the expiration of their then-current franchise agreement. Currently, we are providing two early renewal options to existing franchisees (the "Early Renewal Program"), which vary based on the form of franchise agreement under which the existing franchisee is currently operating. In connection with the Early Renewal Program, the existing franchisee will sign the Renewal Addendum attached to this disclosure document as **Exhibit G-1 or G-2**, depending on the form of their current franchise agreement, which will amend the Franchise Agreement attached to this Disclosure Document that the existing franchisee must sign. This Franchise Agreement term will be for a period of time equal to the remaining term under the existing franchise agreement plus an additional 10 years. Please note that there is no initial franchise fee payable in connection with the execution of the renewal Franchise Agreement, and no initial investment costs, under the Early Renewal Program, however, existing franchisees are required to pay the renewal fee outlined in their existing franchise agreement.

We do not operate businesses of the type being franchised. We are not involved in any other business activities.

Our Parents and Affiliates

We are a direct, wholly-owned subsidiary of Neighborly Assetco LLC ("Parent"). The name and principal business address of each of our direct or indirect parents that exercise control over the policies and direction of the System (as defined below) are as follows:

| **Name of Company** | **Principal Business Address** | **Ownership or Control of Company** |
|---|---|---|
| Nest Holdings LP ("Nest Holdings") | 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025 | Controlled by investment funds affiliated with Kohlberg Kravis Roberts & Co. L.P. |
| Nest Holdings Inc. ("Nest Holdco") | 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025 | Wholly owned by Nest Holdings |
| Nest Topco Guarantor Inc. ("Nest Guarantor") | 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025 | Wholly owned by Nest Holdco |
| Nest Topco Borrower Inc. ("Nest Topco Borrower") | 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025 | Wholly owned by Nest Guarantor |
| Nest Bidco Inc. ("Nest Bidco") | 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025 | Wholly owned by Nest Topco Borrower |

| Name of Company | Principal Business Address | Ownership or Control of Company |
|---|---|---|
| Balcones Holdco, Inc. ("Balcones Holdco") | 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025 | Wholly owned by Nest Bidco |
| TDG Intermediate, LLC ("Intermediate") | 2800 Sand Hill Road, Suite 200 Menlo Park, CA 94025 | Wholly owned by Balcones Holdco |
| Neighborly Company ("Manager") | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by Intermediate |
| TDG Holding Company ("TDGHC") | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by Manager |
| The Dwyer Group, Inc. ("TDG") | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by TDGHC |
| The Dwyer Group LLC ("Dwyer") | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by TDG |
| Dwyer Franchising LLC d/b/a Neighborly ("Neighborly") | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by Dwyer |
| Neighborly SPV Guarantor LLC ("SPV Guarantor") | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by Neighborly |
| Neighborly Issuer LLC ("Issuer") | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by SPV Guarantor |
| Neighborly Assetco LLC | 1010 North University Parks Drive Waco, Texas 76707 | Wholly owned by Issuer |

On August 31, 2021, Nest Bidco, a Delaware corporation, purchased from TDG Investment Holdings, LP all of the issued and outstanding shares of common stock of Balcones Holdco under the terms of a Stock Purchase Agreement dated June 30, 2021 by and among Nest Bidco, Balcones Holdco, and TDG Investment Holdings, LP ("KKR Acquisition"). Upon the closing of the KKR Acquisition, Nest Bidco became our indirect parent company. Nest Bidco is controlled by investment funds affiliated with Kohlberg Kravis Roberts & Co. L.P., which is a leading global investment firm ("KKR").

We currently have no affiliates required to be included in this item except as provided below.

The following affiliates are wholly-owned direct subsidiaries of Parent and they offer franchises in the U.S. under separate franchise disclosure documents.

Since 1992, Aire Serv SPV LLC, a Delaware limited liability company ("Aire Serv"), and its predecessor (Aire Serv LLC) have offered franchises which provide installation, maintenance and repair of residential and commercial heating, ventilating and air-conditioning equipment under the name AIRE SERV®. Aire Serv maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total 229 Aire Serv franchises in operation in the U.S.

Aire Serv has never conducted business or offered franchises of the type described in this disclosure document.

Since April 2011, Dryer Vent Wizard SPV LLC, a Delaware limited liability company ("DVW") and its predecessor (Dryer Vent Wizard International LLC) have been offering franchises for the operation of businesses providing installation and repair of, and cleaning products and services for: dryer vents, bathroom vents, kitchen vents, appliances, exhaust vents, air movement systems and washing machine filters and hoses to enhance the performance and safety of clothes dryers and other household appliances to residential and commercial customers, under the Dryer Vent Wizard® name. DVW maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 163 Dryer Vent Wizard franchises in operation in the U.S. DVW has never conducted business or offered franchises of the type described in this disclosure document.

Since September 2007, Five Star Painting SPV LLC, a Delaware limited liability company ("Five Star Painting"), and its predecessors (Five Star Painting, LLC and Five Star Painting, Inc.) have offered franchises which perform and provide residential and commercial painting services and other related products and services under the name Five Star Painting®. Five Star Painting maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 245 Five Star Painting franchises in operation in the U.S. Five Star Painting has never conducted business or offered franchises of the type described in this disclosure document. On March 25, 2016, ProTect Painters International, LLC ("ProTect Painters"), a Michigan limited liability company, merged with and into Five Star Painting's predecessor, with Five Star Painting's predecessor being the surviving entity in the merger (the "Merger"). As a result of the Merger, Five Star Painting's predecessor offered, and now Five Star Painting offers, franchises under both, the Five Star Painting marks and the ProTect Painters marks. As of December 31, 2025, there were 2 ProTect Painters franchises in the U.S.

Since March 2004, Glass Doctor SPV LLC, a Delaware limited liability company ("Glass Doctor"), and its predecessor (Synergistic International, LLC) have offered franchises that repair and replace auto and/or flat glass under the name GLASS DOCTOR®. From 1977 to March 2004, Glass Doctor's predecessors offered similar franchises. Glass Doctor maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 172 Glass Doctor franchises in operation in the U.S. Glass Doctor has never conducted business or offered franchises of the type described in this disclosure document.

Since April 2010, The Grounds Guys SPV LLC, a Delaware limited liability company ("Grounds Guys"), and its predecessor (The Grounds Guys LLC) have offered franchises which perform and provide commercial, residential and municipal property maintenance, landscaping and hardscaping services, snow and ice maintenance services, trash and debris removal, arboriculture services, lawn renovation, turf care services and other related products and services under the name The Grounds Guys®. Grounds Guys maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 219 The Grounds Guys franchises in operation in the U.S. Grounds Guys has never conducted business or offered franchises of the type described in this disclosure document.

Since 1979, HouseMaster SPV LLC, a Delaware limited liability company ("HMS"), and its predecessors (HM Services, LLC) have been offering franchises for the operation of a building inspection and related services business under the HouseMaster™ trademark. HMS maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 190 HouseMaster franchises in operation in the U.S. HMS has never conducted business or offered franchises of the type described in this disclosure document.

Since 2005, Junk King SPV LLC, a Delaware limited liability company ("JUK") and its predecessors (Junk King Industries, LLC, Junk King Franchise Systems, Inc., and Junk King, LLC) have been offering franchises for the operation of businesses providing junk removal, dumpster and recycling services and related services under the Junk King® name. JUK maintains its principal business address at 1010 N. University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 171 Junk King franchises in operation in the U.S. Through an agreement with The Dwyer Group Canada, Inc., JUK offers franchises for the same type of business in Canada under the trademark Junk King (which previously operated under the name JUNK WORKS and is transitioning to JUNK KING), as described below. JUK has never conducted business or offered franchises of the type described in this disclosure document.

Since January 2023, Lawn Pride SPV LLC, a Delaware limited liability company ("LAP") has been offering franchises for the operation of a business that provides lawn care and maintenance services through the application of fertilizer and other products, perimeter pest control services, and performance of related services including fungus control and prevention, grub treatments, aeration, mole control, and tree and shrub feeding and insect control (but specifically excluding mosquito or other flying pest, tick and flea control services), to both residential and commercial customers under the Lawn Pride trademark. LAP maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were 44 Lawn Pride franchised outlets and one affiliate-operated Lawn Pride business in operation in the U.S. LAP has never conducted business or offered franchises of the type described in this disclosure document.

Since May 1984, Molly Maid SPV LLC, a Delaware limited liability company ("Molly Maid"), and its predecessors (Molly Maid LLC and Molly Maid, Inc.) have offered franchises for the operation of businesses that offer professional residential housekeeping services as well as a carpet cleaning program under the name Molly Maid®. Molly Maid maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 432 Molly Maid franchises in operation in the United States and Puerto Rico. Molly Maid has never conducted business or offered franchises of the type described in this disclosure document.

Since 2012, Mosquito Joe SPV LLC, a Delaware limited liability company ("MoJo"), and its predecessor (Mosquito Joe Franchising, LLC) have been offering franchises for the operation of businesses providing services and equipment to both residential and commercial customers to control undesirable outdoor insects, such as mosquitoes, ticks and fleas, under the Mosquito Joe® name. MoJo maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 407 Mosquito Joe franchises in operation in the U.S. MoJo has never conducted business or offered franchises of the type described in this disclosure document.

Since August 1996, Mr. Appliance SPV LLC, a Delaware limited liability company ("Appliance") and its predecessor (Mr. Appliance LLC) have offered franchises which perform and provide service and repair on all major appliances for residential and commercial customers under the name MR. APPLIANCE®. Appliance maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 311 Mr. Appliance franchises in operation in the U.S. Appliance has never conducted business or offered franchises of the type described in this disclosure document.

Since 1994, Mr. Electric SPV LLC, a Delaware limited liability company ("Electric"), and its predecessor (Mr. Electric LLC) have offered franchises which perform electrical services and repairs under the name MR. ELECTRIC®. Electric maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2024, there were a total of 236 Mr. Electric franchises

in operation in the U.S. Electric has never conducted business or offered franchises of the type described in this disclosure document.

Since January 2000, Mr. Handyman SPV LLC, a Delaware limited liability company ("Mr. Handyman"), and its predecessor (Mr. Handyman International, L.L.C.) have offered franchises for the operation of companies dedicated to performing business and residential maintenance and repair services under the name Mr. Handyman®. Mr. Handyman maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 357 Mr. Handyman franchises in the U.S. Mr. Handyman has never conducted business or offered franchises of the type described in this disclosure document.

Since 1993, Mr. Rooter SPV LLC, a Delaware limited liability company ("Rooter"), and its predecessor (Mr. Rooter LLC) have offered franchises which provide plumbing and plumbing repair services; sewer, drain and pipe cleaning services; septic tank pumping; water heater replacement; TV pipe inspection; line and leak detection; hydronics; excavation and replacement of sewer lines and other related services and products in homes and commercial buildings under the names MR. ROOTER® and AMERICA'S TROUBLE SHOOTER®. Rooter maintains its principal place of business at 1010 North University Parks Drive, Waco, TX 76707. As of December 31, 2025, there were a total of 238 Mr. Rooter franchises and two affiliate-operated locations in operation in the U.S. Rooter has never conducted business or offered franchises of the type described in this disclosure document. As of December 31, 2025, Rooter also had 4 franchised locations in the UK (through a master franchise relationship).

Since February 2005, Precision Door Service SPV LLC, a Delaware limited liability company ("PDS") and its predecessor (Precision Holdings of Brevard, Inc.) have been offering franchises for the operation of a business that provides garage door repair and service under the Precision Garage Door Service™ trademark. PDS maintains its principal business address at 2395 Washington Avenue, Suite 5, Titusville, Florida 32780. As of December 31, 2025, there were a total of 147 Precision Garage Door Service franchised outlets in operation in the U.S. PDS has never conducted business or offered franchises of the type described in this disclosure document.

Since 1981, Rainbow International SPV LLC, a Delaware limited liability company ("Rainbow International"), and its predecessor (Rainbow International LLC) have offered franchises which provide carpet cleaning, dyeing, repair, reinstallation and related services; upholstery, drapery and ceiling cleaning and related services; and deodorization services under the names RAINBOW RESTORATION®, RAINBOW INTERNATIONAL®, RAINBOW INTERNATIONAL CARPET CARE & RESTORATION SPECIALIST®, RAINBOW INTERNATIONAL RESTORATION & CLEANING® and RAINBOW INTERNATIONAL RESTORATION®. In 1997, Rainbow International's predecessor added an option to perform air duct cleaning services. In 2000, Rainbow International's predecessor added water, smoke and disaster restoration services. In 2001, Rainbow International's predecessor added an option to perform mold remediation services. Rainbow International maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 328 Rainbow Restoration franchises in operation in the U.S. In addition, Rainbow International offers Rainbow Restoration franchises in the UK (through a master franchise relationship), with 48 franchises in operation in the UK as of December 31, 2025. Rainbow International has never conducted business or offered franchises of the type described in this disclosure document.

Since May 2008, ShelfGenie SPV LLC, a Delaware limited liability company ("ShelfGenie"), and its predecessor (ShelfGenie Franchise Systems, LLC) have been offering franchises for the operation of a business that designs and installs customized solutions for new and existing cabinets, pantries and other structures under the ShelfGenie™ trademark. ShelfGenie maintains its principal business address at 1010

North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 262 ShelfGenie franchised outlets and 12 affiliate-operated outlets in operation in the U.S. ShelfGenie has never conducted business or offered franchises of the type described in this disclosure document.

Since 1998, Window Genie SPV LLC, a Delaware limited liability company ("Window Genie"), and its predecessor (FOR Franchising, LLC) have offered franchises for the operation of a residential and commercial window cleaning, window tinting and pressure washing business operated under the Window Genie® name. Window Genie maintains its principal business address at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, there were a total of 103 Window Genie franchises in operation in the U.S. Window Genie has never conducted business or offered franchises of the type described in this disclosure document.

To the extent the affiliates named above offer franchises, they do so using separate franchise disclosure documents. We will make any of those disclosure documents available to you upon request.

The following affiliates are direct or indirect wholly-owned subsidiaries of Neighborly and they offer franchises outside the U.S.:

The Dwyer Group Canada, Inc. ("TDGC"), a wholly owned subsidiary of Neighborly since January 1998, was incorporated in the Province of Ontario, Canada on January 21, 1998. TDGC has the right to offer and sell Aire Serv, Dryer Vent Wizard, Five Star Painting, Glass Doctor, HouseMaster, Junk Works, Mr. Appliance, Mr. Electric, Mr. Handyman, Mr. Rooter, Rainbow Restoration, ShelfGenie and The Grounds Guys franchises in Canada under 3-party agreements between TDGC, the applicable affiliate-franchisor, and the franchisee. TDGC, in cooperation with such affiliate-franchisor, provides support and supervision and, at times, assistance or guidance, to Canadian franchisees operating under our or the affiliate's trademarks and systems. TDGC maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. As of December 31, 2025, TDGC had 14 Mr. Handyman franchises, 24 Mr. Rooter franchises, 13 Rainbow Restoration franchises, 9 Glass Doctor franchises, 12 Mr. Appliance franchises, 6 Mr. Electric franchises, 4 Aire Serv franchises, 4 Dryer Vent Wizard franchises, 10 Five Star Painting franchises, 27 The Grounds Guys franchises, 14 HouseMaster franchises, 22 ShelfGenie franchises, 5 Precision Garage Door Service franchises, and 4 Junk King franchises (formerly operated under the name Junk Works and in the process of transitioning to this name) in operation in Canada. TDGC does not operate a business of the type being franchised and does not offer franchises in any other line of business.

Dwyer (UK Franchising) Limited ("Dwyer UK"), a wholly-owned subsidiary of Neighborly since March 9, 2012, was incorporated in England and Wales on March 9, 2012. Dwyer UK has the right to offer and sell Aire Serv and Mr. Electric franchises in the United Kingdom using agreements between Dwyer UK and the franchisee. Dwyer UK, in cooperation with Aire Serv and Electric, provides support and supervision and, at times, assistance or guidance, to franchisees operating under those trademarks and systems in the United Kingdom. Dwyer UK maintains its principal place of business in Five Mile House, 128 Hanbury Rd., Stroke Prior, Bromsgrove, Worcester EG B60 4JZ, United Kingdom. As of December 31, 2025, Dwyer UK had 2 Mr. Electric franchises and 2 Aire Serv franchises. Dwyer UK has the right to offer franchises in the United Kingdom for the same type of business as Aire Serv and Electric offer in the U.S. under separate franchise disclosure documents.

In October 2015, a wholly-owned subsidiary of Neighborly, Drain Doctor Holdings Limited (f/k/a Dwyer DD UK Limited), a private limited company registered in England and Wales, acquired ownership of Rooter's UK master licensee that had been offering Mr. Rooter franchises in the U.K. under the name Drain Doctor®. There were 62 Drain Doctor® franchises in the UK as of December 31, 2025.

Rainbow International Systemzentrale Deutschland GmbH ("Rainbow Germany"), a wholly-owned subsidiary of Neighborly since September 18, 2014, was incorporated in Germany on September 18, 2014. Rainbow Germany has the right to offer and sell Rainbow Restoration franchises in Germany using agreements between Rainbow Germany and the franchisee. Rainbow Germany, in cooperation with Rainbow International, provides support and supervision and, at times, assistance or guidance, to franchisees operating under the Rainbow Restoration marks and system in Germany. Rainbow Germany maintains its principal place of business at Flözstraße 18, 73433 Aalen, Germany. As of December 31, 2025, Rainbow Germany had 39 Rainbow Restoration franchises in Germany. Rainbow Germany has the right to offer franchises in Germany for the same type of business as Rainbow International offers in the U.S. under a separate franchise disclosure document.

Locatec Ortungstechnik GmbH ("Locatec") is a wholly-owned subsidiary of Neighborly since April 27, 2016. Locatec has the right to offer and sell Locatec franchises in Austria and Germany using agreements between Locatec and the franchisee. Locatec, in cooperation with our affiliates, provides support and supervision and, at times, assistance or guidance to franchisees operating under Locatec trademarks and systems in Germany and Austria. Locatec maintains its principal place of business at Flözstraße 18, 73433 Aalen, Germany. Locatec franchisees offer non-destructive detection of all types of leaks in pipe systems (indoor and outdoor including pipes for gas, water, sewage, and district heat) and flat roofs as well as emergency repair services. As of December 31, 2025, Locatec had 55 franchises in Germany and 3 in Austria.

Bright and Beautiful UK Limited ("Bright and Beautiful") is a wholly owned subsidiary of Neighborly since April 13, 2017. Bright and Beautiful has the right to offer and sell Bright and Beautiful franchises in the United Kingdom using agreements between Bright and Beautiful and the franchisee. Bright and Beautiful provides support and supervision and, at times, assistance or guidance to franchisees operating under Bright and Beautiful trademarks and systems in the United Kingdom. Bright and Beautiful franchisees offer domestic cleaning services. As of December 31, 2025, Bright and Beautiful had 85 franchises in the United Kingdom.

Countrywide Garden Maintenance Services Limited ("Countrywide") is a wholly owned subsidiary of Neighborly since May 2, 2017. Countrywide has the right to offer and sell Countrywide franchises in the United Kingdom using agreements between Countrywide and the franchisee. Countrywide provides support and supervision and, at times, assistance or guidance to franchisees operating under Countrywide trademarks and systems in the United Kingdom. Countrywide franchisees offer commercial grass cutting, landscape maintenance, grounds maintenance and winter gritting services. As of December 31, 2025, Countrywide had 43 franchises in the United Kingdom.

Dream Doors Holdings Limited ("Dream Doors") is a wholly owned subsidiary of Neighborly since February 26, 2019. Dream Doors has the right to offer and sell Dream Doors franchises in the United Kingdom using agreements between Dream Doors and the franchisee. Dream Doors provides support and supervision and, at times, assistance or guidance to franchisees operating under Dream Doors trademarks and systems in the United Kingdom. Dream Doors franchisees offer fully-fitted kitchen makeovers, replacement doors and countertops and the installation of new appliances. As of December 31, 2025, Dream Doors had 81 franchises in the United Kingdom.

GreenSleeves Lawn Care Limited (UK) ("GreenSleeves") is a wholly owned subsidiary of Neighborly since October 28, 2022. GreenSleeves has the right to offer and sell GreenSleeves franchises in the United Kingdom using agreements between GreenSleeves and the franchisee. GreenSleeves provides support and supervision and, at times, assistance or guidance to franchisees operating under GreenSleeves trademarks and systems in the United Kingdom. GreenSleeves franchisees offer lawn care services

including fertilizer treatments, moss treatments and debris removal in the United Kingdom. As of December 31, 2025, GreenSleeves had 90 franchised and 11 corporate locations in the United Kingdom.

The following affiliates provide services to Real Property Management franchisees:

BackOffice SPV LLC ("BackOffice"), a Delaware limited liability company and a wholly-owned subsidiary of Neighborly, has been providing certain temporary bookkeeping assistance and training services to Real Property Management franchisees. BackOffice is located at 1010 North University Parks Drive, Waco, Texas 76707. BackOffice has not offered any franchises in any line of business. BackOffice does not and has not previously conducted business of the type operated by our franchisees.

Neighborly Service Solutions SPV LLC, a Delaware limited liability company and a wholly-owned subsidiary of Neighborly ("Neighborly Service Solutions") was formed in June 2021 to, among other things, negotiate, and sometimes enter into, contracts with some National Accounts. Neighborly Service Solutions also offers certain marketing and other services. Neighborly Service Solutions maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. Neighborly Service Solutions does not own or operate any franchises nor has it offered franchises in any line of business.

ProTradeNet SPV LLC, a Delaware limited liability company and a wholly-owned subsidiary of Neighborly ("ProTradeNet"), negotiates, and sometimes enters into contracts with some of the vendors, suppliers and others who do business or propose to do business with our and our affiliates' franchisees with the goal of obtaining better terms and conditions on which franchisees purchase goods and services for their businesses. ProTradeNet maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. ProTradeNet does not own or operate any franchises nor has it offered franchises in any line of business.

ZorWare SPV LLC, a Delaware limited liability company and a wholly-owned subsidiary of Neighborly ("ZorWare"), provides software to us and our affiliates and provides technical support to franchisees and collects fees from franchisees for certain software programs. ZorWare maintains its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707. ZorWare does not own or operate any franchises nor has it offered franchises in any line of business.

Except as noted above, none of our affiliates have offered franchises in the same line of business as offered in this disclosure document or in any other line of business, nor have they conducted any other business.

2021 Securitization Transaction

Under a securitization financing transaction that closed in March 2021 (the "2021 Securitization Transaction"), certain of Neighborly's subsidiaries were restructured. As part of the 2021 Securitization Transaction, all existing U.S. franchise agreements and related agreements for Real Property Management franchised businesses were transferred to us, and we became the franchisor of all existing and future franchise and related agreements. Ownership and control of the U.S. trademarks and certain intellectual property relating to the operation of Real Property Management businesses in the U.S. were also transferred to us.

At the time of the closing of the 2021 Securitization Transaction, Manager entered into a management agreement with us to provide the required support and services to Real Property Management franchisees under their franchise agreements. Manager also acts as our franchise sales agent. We will pay management fees to Manager for these services. However, as the franchisor, we will be responsible and

accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

General Description of the Market and Competition

You will target your services to property owners needing third party property management services. You may have to compete with other businesses including franchised operations, national chains, and independently owned companies offering similar services or products to customers. You may also encounter competition from other Real Property Management franchises. Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict. You will face other normal business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competition from internet -based organizations that provide information and some related products or services. Our ability to fulfill our obligations under our Franchise Agreement depends in part on our present and future financial condition. Litigation risks also exist, including future litigation that may not be predicted.

The franchised businesses operate under our Marks for use in accordance with the System within a specified geographical area (the "Territory"). You may, if we approve, convert an existing business offering similar services to a Business or add additional territory to a Business under the terms stated in the Franchise Agreement and related agreements.

The standard form of franchise agreement we are now offering is included in this disclosure document as Exhibit A (the "Franchise Agreement"). When we update our disclosure document, the form of franchise agreement and other agreements may change, fees and other obligations may increase, and the terms and conditions on which you may obtain a franchise may be less favorable as compared with a previous disclosure document.

Uniformity of franchise agreements among our franchisees may not always be possible or practical. We and our predecessors have offered in the past and we may offer in the future, franchise agreements to other franchisees on terms materially different from those included in this disclosure document. We also may materially vary the franchise agreement terms, conditions, and obligations (including those relating to fees, territories, training and other items) offered to other franchisees and except as may be required by applicable law we have no obligation to disclose these variations to you or to grant the same or similar variation to you.

Some of our affiliates may provide some services that overlap with the services to be provided by your Business. Aire Serv franchisees provide installation, maintenance and repair of residential and commercial heating, ventilating and air-conditioning equipment. Mr. Rooter franchisees provide plumbing and plumbing repair services; sewer, drain and pipe cleaning services; septic tank pumping; water heater replacement; TV pipe inspection; line and leak detection; hydronics; excavation and replacement of sewer lines and other related services and products in homes and commercial buildings. Rainbow International franchisees provide carpet cleaning, dyeing, repair, reinstallation and related services; upholstery, drapery and ceiling cleaning and related services; and deodorization services. Mr. Electric franchisees provide electrical services and repairs. Mr. Appliance franchisees provide service and repair on all major appliances for residential and commercial customers. Glass Doctor franchisees repair and replace auto and flat glass. The Grounds Guys franchisees provide summer and winter commercial, residential and municipal property maintenance and landscaping services and other related products and services. Five Star Painting franchisees provide residential and commercial painting services and other related products and services.

Mr. Handyman franchisees provide residential and commercial maintenance, repair and improvement services. The franchisees of our affiliate, DVW, perform installation and repair of, and provide cleaning products and services for, dryer vents, bathroom vents, kitchen vents, appliances, exhaust vents, air movement systems, and washing machine filters and hoses to enhance the performance and safety of clothes dryers and other household appliances. You may compete with one or more of our affiliates' franchisees for the above services in your Territory when you open for business or sometime in the future as each of our affiliates' systems expand.

Industry Specific Regulations

Most states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your franchise, including those that require a permit, certificate or other license, including but not limited to real estate brokerage licensing. You should also familiarize yourself with federal, state, and local laws of a more general nature, which may affect the operation of your Business. You must comply with employment, health and safety, workers' compensation, insurance, licensing and similar laws and regulations. The laws in your state or municipality may be more or less stringent. You must investigate and comply with all applicable laws and regulations. You alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you.

## ITEM 2

## BUSINESS EXPERIENCE

President: Jeffrey Pepperney

Mr. Pepperney has been our President since March 2021 in Dallas, Texas. From September 2019 until March 2021, he was the President of Predecessor in Salt Lake City, Utah.

Vice President of Operations: Timothy Sedgwick

Mr. Sedgwick has been our Vice President of Operations since March 2021 in Dallas, Texas. From July 2020 to March 2021, he was the Vice President of Operations of Predecessor in Salt Lake City, Utah. From May 2012 until July 2020, he was Predecessor's Director of National Accounts in Salt Lake City, Utah.

Chief Executive Officer for Neighborly and Manager: Michael Anthony Davis

Mr. Davis has been our Chief Executive Officer since November 2024. Since July 2024, he has also been the Chief Executive Officer of a number of our affiliates and parent companies, including Neighborly, Manager, The Dwyer Group LLC, The Dwyer Group, Inc., TDG Intermediate, LLC, Balcones Holdco, Inc., Nest Bidco Inc., Nest Topco Borrower Inc., Nest Topco Guarantor Inc., and Nest Holdings Inc. From July 2022 until July 2024, he was the CEO of Mathnasium Center Licensing, LLC in Los Angeles, CA. From April 2021 till July 2022, he was self-employed as a consultant in Los Angeles, CA. From May 2017 until April 2021, he was the CEO of Valpak Direct Marketing Systems, LLC in St. Petersburg, FL.

SVP, Corporate Controller: Malia Gelfo

Ms. Gelfo has been SVP Corporate Controller for us and a number of our affiliates and parent companies since December 2024. From February 2023 until December 2024, she was Chief Accounting

Officer for Likewize Corp in Southlake, TX. From December 2019 until February 2023, she was VP Corporate Controller for Reece Inc. in Dallas, TX.

VP of Finance: Heather Shipley

Ms. Shipley has been our VP of Finance since January 2026. From November 2025 until January 2026, she was Director of Business Analytics for KFC in Plano, Texas. From May 2024 until November 2025, she was Director of Strategic Planning for Yum! Brands in Plano, Texas. From August 2023 until May 2024, she was Director of Finance for Yum! Brands in Plano, Texas. From March 2022 until August 2023, she was Senior Finance Manager for Yum! Brands in Plano, Texas. From February 2020 until March 2022, she was Finance Manager for Yum! Brands in Plano, Texas.

Chief Marketing Officer: Stacy Lynn Bourgeois

Ms. Bourgeois has been our Chief Marketing Officer as well as the Chief Marketing Officer of Neighborly and a number of our other affiliates since December 2024. From May 2023 till November 2024, she was the Head of Product, Quality and Ops for Renewed with Amazon in Seattle, WA. From February 2021 until April 2023, she was the U.S. Head of Musical Instruments with Amazon in Seattle, WA.

Secretary of Manager and Franchisor, and EVP, General Counsel and Secretary of Neighborly: Grayson Brown

Mr. Brown has been the Secretary of Manager since May 2018. He has also been the Executive Vice President, General Counsel and Secretary of Neighborly and The Dwyer Group Inc. since May 2018. Previously, he was Vice President and General Counsel of Neighborly from August 2015 until May 2018. He has been our Secretary since March 2021 and previously he was the Secretary of Predecessor from May 2018 until March 2021. He is also the Secretary of our affiliates listed in Item 1 that offer franchises in the U.S. under separate franchise disclosure documents.

Vice President of Marketing: Kent Frogley

Mr. Frogley has been our Vice President of Marketing since March 2021 in Salt Lake City, Utah. From February 2018 to March 2021, he was Predecessor's Vice President of Marketing in Salt Lake City, Utah. He has also been a Partner at Taylor Fife Kent in Salt Lake City, Utah since October 2009.

The following individuals are included here because they are either officer of Manager or they have management responsibility relating to the sale or operation of franchises offered by this disclosure document:

Group President: Matthew Crowley

Mr. Crowley has been Group President of Neighborly for the "Specialty Cluster" and the corporate owned stores of the Neighborly brands, which group includes the Real Property Management brand, since May 2025. From January 2023 until May 2025, he was the Principal of Crowley Consulting, LLC in Yorba Linda, CA. From November 2017 until January 2023, Mr. Crowley was the Executive Vice President of Valpak in St. Petersburg, FL.

Chief Information Officer for Neighborly: Gagan Sinha

Mr. Sinha has been the Chief Information Officer of Neighborly since September 2025. From April 2024 until September 2025, he was the Chief Information Officer for Bloomin' Brands in Atlanta, GA. From January 2021 until April 2024, Mr. Sinha was the Senior Vice President of Information Technology for Inspire Brands in Atlanta, GA. From February 2020 until January 2021, he was the Vice President of Information Technology for Dunkin' Brands in Canton, MA.

Chief Development Officer for Neighborly: Bradley Stevenson

Mr. Stevenson has been Chief Development Officer for Neighborly since October 2019.

Group Vice President of Franchise Development for Neighborly: Brian Wieters

Mr. Wieters has been the Group Vice President of Franchise Development for Neighborly since February 2022 in Waco, TX. From March 2018 until February 2022, he was the Executive VP of Enviro-Master Services in Charlotte, NC.

Except as otherwise stated above, the location of each of the positions described above was 1010 North University Parks Drive, Waco, Texas 76707.

## ITEM 3

## LITIGATION

Pending Actions

Solano Properties Inc., Nicholas Munsee, Estate of Michael Munsee, by and through its Personal Representative, Dixie Munsee, and Lundi Munsee v. Property Management Business Solutions LLC and Real Property Management SPV LLC, in the Superior Court of Sacramento County, of the State of California , Case No. 25CV023083. On September 29, 2025, the plaintiffs, Real Property Management franchisees, announced their intention not to renew their franchise agreement with defendant upon its expiration to operate an independent property management business and filed a complaint against Predecessor and us seeking injunctive and declaratory relief enjoining us from enforcing our post termination restrictive covenants, in violation of California's Unfair Competition Law (UCL). On November 10, 2025, we filed our affirmative defenses and counterclaims alleging breach of contract and seeking declaratory relief and claims for damages and attorneys' fees. Predecessor and Real Property Management continue to vigorously defend claims asserted by plaintiffs and pursue their claims against plaintiff.

Prior Actions

Abraham Rego, Monica Rego, Rego Investments Central Valley, Inc. V. Real Property Management SPV LLC in the Superior Court for the State of California, Stanislaus County Case No. CV-25-001811. On February 21, 2025, the plaintiffs, Real Property Management franchisees, filed a complaint against us seeking injunctive and declaratory relief enjoining us from enforcing our post termination restrictive covenants, in violation of California's Unfair Competition Law (UCL). On April 25, 2025, we filed our affirmative defenses and counterclaims alleging breach of contract and seeking declaratory relief and claims for damages and attorneys' fees. On August 12, 2025, the parties settled the dispute without any admission of liability by either party, plaintiffs making payment to us of $175,000, defendants allowing

plaintiffs to continue servicing its pre-existing customers, a mutual release of claims and agreement to dismiss with prejudice the lawsuit, which dismissal was requested September 15, 2025.

John Gitlin, Marika Barber, and Surf and Sea Properties, Inc. v. Property Management Business Solutions, LLC, in the Superior Court of San Diego County, California, Case No. 37-2016-0000023515. On July 11, 2016, the plaintiffs, Real Property Management franchisees, filed a complaint against Predecessor alleging breach of contract, breach of implied covenant of good faith, fraud, violation of FTC franchise rules, violation of California franchise laws, negligent misrepresentation, and declaratory relief. Plaintiffs claim unspecified damages based on their assertion that Predecessor had prior knowledge of competing use of its marks in San Diego, California before selling the San Diego franchises to plaintiffs. Predecessor denied plaintiffs' claims. On September 1, 2016, Predecessor moved to compel arbitration before the American Arbitration Association in Utah, per the terms of the parties' franchise agreements. The California court granted Predecessor's motion on January 6, 2017, and stayed the lawsuit. The dispute was settled on April 3, 2017. Pursuant to the settlement agreement, the parties agreed to terminate the two franchises owned by plaintiffs in San Diego County, California, and Predecessor agreed to forgive all amounts owed by plaintiffs to Predecessor under the franchise agreements for such franchises. Additionally, pursuant to the settlement agreement, Predecessor agreed to purchase, and plaintiffs agreed to sell, plaintiffs' franchise in Salt Lake City, Utah. Predecessor purchased plaintiffs' franchise in Salt Lake City, Utah in October 2017 for an aggregate purchase price of $786,542.03. The case was dismissed with prejudice on October 8, 2017.

Jose Garcia v. Federal National Mortgage Association, Flagstar Bank, OI P. Huang, Consolidated Property Management, Corelogic, Inc., La Maison Properties, Hernandez Building & Preservation, Property Management Business Solutions, LLC, and Does 9-30, Case No. RG14709418 in the Superior Court for the State of California, Alameda County. On January 9, 2014, Plaintiff Jose Garcia, a tenant of property owned by certain of the defendants, filed an action against Fannie Mae, Judy Xiao individually, and Flagstar Bank. Garcia later amended his complaint to name several other property management entities and other related entities, including Predecessor. Garcia sought general, special, exemplary, and other damages for claims of breach of the implied warranty of habitability, violations of California housing codes and ordinances, breach of quiet enjoyment, nuisance, premises liability, retaliation, negligence, and unfair business practices, among others. Garcia alleged that his property had fallen into disrepair, defendants failed to maintain the property, and that, based on his complaints about the property's condition, certain defendants retaliated against him by bringing an eviction action. Predecessor denied all of the allegations in the complaint and vigorously defended against all claims, including by filing a cross-complaint. On September 29, 2017, the parties settled this dispute with Predecessor agreeing to pay Garcia $13,000. The action was fully dismissed, with prejudice, on January 29, 2018.

Nya Bechard v. Federal National Mortgage Association, Inc., Real Property Management Experts, S &I Ventures, Inc., and Does 1-30 / Federal National Mortgage Association v. Property Management Business Solutions, Inc., aka Real Property Management and Does 1-50, Case No. RG14750411 in the Superior Court for the State of California, Alameda County. On December 5, 2014, Plaintiff Nya Bechard, a tenant of property owned by certain of the defendants, filed an action against Fannie Mae and several property management and related entities. Bechard later amended her complaint to add Predecessor as a defendant, and Fannie Mae cross-complained against Predecessor for express indemnity, comparative indemnity, total equitable indemnity, and contribution. Bechard sought general, special, exemplary, and other damages for claims of breach of the implied warranty of habitability, breach of contract, violations of California housing codes and ordinances, breach of quiet enjoyment, nuisance, premises liability, retaliation, negligence, constructive eviction, retaliatory eviction, and unfair business practices, among others. Bechard alleged that her property had fallen into disrepair, defendants failed to maintain the property, and that, based on his complaints about the property's condition, certain defendants retaliated

against her by bringing an eviction action. Predecessor denied all of the allegations in the complaint and vigorously defended against all claims. On September 29, 2016, Bechard and Fannie Mae settled the complaint pursuant to a settlement agreement and the complaint as to Fannie Mae was dismissed with prejudice on June 16, 2017. On October 17, 2017, Fannie Mae and Predecessor settled the cross-complaint with Predecessor agreeing to pay Fannie Mae $75,000, and the cross complaint was dismissed, with prejudice, on November 20, 2017.

Administrative Order involving Affiliate and not involving the Franchisor:

The Commissioner of Business Oversight of the State of California v. FOR Franchising LLC d/b/a Window Genie and Richard Nonelle. On November 14, 2017, FOR Franchising LLC ("FOR"), a predecessor to our affiliate Window Genie that offered Window Genie franchises until March 2021, and Richard Nonelle, then-president of FOR, entered into a Consent Order with the Commissioner of Business Oversight of the State of California (the "Consent Order"). The Commissioner alleged that FOR and Mr. Nonelle had violated Section 31156 of the California Franchise Investment Law by failing to submit to the Commissioner copies of two advertisements offering a Window Genie franchise before such documents were provided to California residents in 2013. In an effort to resolve the matter in the most economical manner, and without admitting any liability or wrongdoing, FOR and Mr. Nonelle entered into the Consent Order and agreed, in full, final and complete resolution of the matter, that (a) FOR and Mr. Nonelle would desist and refrain from violations of section 31156 of the California Franchise Investment Law; (b) FOR would pay an administrative penalty in the total amount of $5,000 (which amount FOR paid) and (c) within 90 days of the date of the Consent Order, Mr. Nonelle and all persons employed by FOR who assist in preparing franchise registrations or who assist in franchise selling would attend remedial education of eight hours of franchise law training courses per person (which requirement has been completed).

Other than these actions, no litigation is required to be disclosed in this Item.

## ITEM 4

## BANKRUPTCY

Bankruptcy proceedings involving portfolio companies controlled by KKR (at the time of the bankruptcy proceeding) and not involving the Franchisor:

Marelli Holdings Co. Ltd. On June 11, 2025, Marelli Holdings Co. Ltd, a global technology partner to the automotive industry, filed for Chapter 11 proceedings in the United States Bankruptcy Court for the District of Delaware.

In re. The Collected Group LLC. The Collected Group LLC, a Delaware limited liability company (a fashion brand owner), located at 4775 Eucalyptus Avenue, Chino, California, filed a prepackaged Chapter 11 Plan of Reorganization in the United States Bankruptcy Court for the District of Delaware on April 5, 2021 (Case No.: 21-10663). The company emerged from bankruptcy on May 25, 2021 after completing a restructuring.

In re. Envision Healthcare Corporation. Envision Healthcare Corporation, a healthcare provider headquartered at 20 Burton Hills Blvd, Suite 500, Nashville, Tennessee, filed a Chapter 11 reorganization in the United States Bankruptcy Court for the Southern District of Texas on May 15, 2023 (Case No.: 23-90341). The company emerged from bankruptcy on November 3, 2023, after completing a restructuring.

In re. Genesis Care Pty Limited. Genesis Care Pty Limited, a healthcare provider, headquartered at Building 1 The Mill, 41-43 Bourke Road, Sydney, New South Wales, Australia, filed Chapter 11 reorganization in the United States Bankruptcy Court for the Southern District of Texas on June 1, 2023 (Case No.: 23-90614). The company emerged from bankruptcy on February 16, 2024, after completing a restructuring.

In re. IPI Legacy Liquidation Co. IPI Legacy Liquidation Co. (f/k/a Impel Pharmaceuticals Inc.), a commercial-stage pharmaceutical company, headquartered at 201 Elliott Avenue West, Suite 260, Seattle, Washington, filed a Chapter 11 reorganization in the United States Bankruptcy Court for the Northern District of Texas on December 19, 2023 (Case No.: 23-80016). The company emerged from bankruptcy on April 5, 2024, after completing a restructuring.

Café Coffee Day, an operator of a retail chain of cafes in India, headquartered at #23/2, Vittal Mallya Road, Bangalore, Karnataka 560001, India, filed an insolvency resolution in the Bangaluru Bench of the National Company Law Tribunal on August 8, 2024 (Company Petition (IB) No. 152/BB/2023). As of February 27, 2025, the Chennai bench of the National Company Law Appellate Tribunal passed the order, allowing the appeal of Coffee Day Enterprises, and set aside the National Company Law Tribunal's (NCLT) August 2024 insolvency order against the company. The initial petition for insolvency was filed on January 18, 2021 by creditors of Café Coffee Day.

Other than the above-listed proceedings, no other bankruptcy proceeding is required to be disclosed in this Item.

## ITEM 5

## INITIAL FEES

Initial Franchise Fee

The initial franchise fee is $69,900 for a standard Real Property Management franchise (the "Minimum Initial Franchise Fee"), which is generally granted within a centralized metropolitan area that has a population that exceeds 100,000 people and more than 10,000 single family rentals. We reserve the right to grant franchises to new and current franchisees within an isolated metropolitan area that has a population of less than 100,000.

You must pay the initial franchise fee in full when you sign the Franchise Agreement. The initial franchise fee is fully earned upon receipt and is non-refundable. Although we do not typically finance, financing for the initial franchise fee may be available in limited circumstances as noted in Item 10.

Only the VetFran discount, if you qualify for it, may bring the initial franchise fee you must pay to an amount below $69,900.

In the year ended December 31, 2025, the average initial franchise fee paid by Real Property Management franchisees was approximately $46,908, and the initial franchise fee paid ranged from $27,500 to $89,850 based on the population in the territory purchased and available discounts. The lower amount in the range was paid by existing franchisees purchasing an additional territory.

Discount Programs

Our discount programs are as follows:

VetFran Discount

We are a member of the International Franchise Association ("IFA") and participate in the IFA's VetFran Program. If you are a United States honorably discharged veteran (as such term is defined by us in our sole discretion) who meets our qualifications for purchasing a franchise, we will discount the Minimum Initial Franchise Fee ($69,900) by fifteen percent (15%). In determining who is a "veteran," we may be guided, in whole or in part, by any definitions we find appropriate, including definitions used by the federal government of the United States in determining who is eligible for federal benefits intended for veterans.

If you qualify for the VetFran discount, you must have a 51% majority interest in the beneficial ownership and voting interest of the franchisee if the franchisee is a corporation, partnership or other entity at the time the franchise agreement is signed.

Roll-In Discount

If you have an existing business with 20 or more properties under management, that business is similar to the franchise, and you agree to merge it with the Business under the terms of the Roll-In Addendum, we will discount the initial franchise fee up to a maximum discount of 50% as follows (the Roll-In Discount"):

| Range of Properties being Rolled-In | Percent Discount on Initial Franchise Fee |
|---|---|
| 20-50 | 20% |
| 51-100 | 30% |
| 101-150 | 40% |
| 150+ | 50% |

Multi-Unit Franchisee Discount

If you are a qualified existing Real Property Management franchisee buying an additional franchise or if you are a qualified new franchisee buying multiple Real Property Management franchises at the same time, you will receive a 50% discount off the Minimum Initial Franchise Fee on your second (or subsequent) franchise provided that you own a controlling ownership interest in each applicable franchise and the transaction is not subject to an arrangement with a broker.

If you have been a Real Property Management franchisee for at least 1 year, you meet our established requirements, and you are approved by us, you may also purchase a franchise for a specific area with population of 60,000 or less located within a short distance (no more than a 2 hour drive) from your existing franchise location. The franchise fee for such franchises ranges from $5,000 and $10,000, depending on the population of the territory in which the franchise is to be located, provided that to receive the reduced franchise fee, the transaction cannot be subject to an arrangement with a broker. Specifically, the initial franchise fee will be $10,000 for populations of 40,000 to 60,000, $7,500 for populations of 20,000 to 40,000 and $5,000 for populations of less than 20,000 people. Current franchisees that wish to

operate an additional franchise in these smaller population areas must be in good standing, have at least 80 units under management and have an established infrastructure.

Additional Concept Discount

If you have been a franchisee of one of our affiliates (see Item 1) for at least 2 years and you purchase a franchise from us, you will receive a 10% discount on the initial franchise fee (the "Additional Concept Discount").

## ITEM 6

## OTHER FEES

<table>
<tr><th>TYPE OF FEE</th><th>AMOUNT</th><th>DUE DATE</th><th>REMARKS</th></tr>
<tr><td>License Fee[1, 2,3]</td><td>The greater of (i) the applicable percentage of Real Revenue in the table under Remarks, or (ii) the Minimum License Fee described below<br><br>The Minimum License Fee will be $0 per month for months 1-4; $250 per month for months 5-12; $500 per months for months 13-24; and $1,000 thereafter until the end of the term of the franchise agreement. The time period for the Minimum License Fee begins on the Effective Date of the Franchise Agreement. In the event a franchisee signs during the month on or after the second day of the month, the month in which they signed and the following month will both be treated as month 1.</td><td>15th day of each month</td><td><table><tr><th>Time Period</th><th>% of Real Revenue</th></tr><tr><td>Months 1-12</td><td>8.5%</td></tr><tr><td>Months 13-24</td><td>8.25%</td></tr><tr><td>Months 25 – End</td><td>8%</td></tr></table><br>See notes.</td></tr>
<tr><td>MAP Fee[1,2,3]</td><td>2% of Real Revenue</td><td>15th day of each month</td><td>Marketing, Advertising and Promotion Fund fee.<br>See notes.</td></tr>
<tr><td>Local Marketing Groups[1,2,3,4]</td><td>Not to exceed 5% of Real Revenue for the previous calendar year.<br><br>As of the issuance date of this Franchise Disclosure Document, we may require that a portion of your LMG contribution (currently, 2% of Real Revenue) be paid for use towards the Neighborly marketing and brand awareness initiatives.</td><td>Determined by LMG members</td><td>We may designate local advertising markets and advertising cooperatives and/or local marketing groups for such markets ("LMGs"), and if designated, you must participate in and contribute to the LMG's advertising and marketing programs in your market.<br><br>Your contribution to the LMG will count towards any required Minimum Local Marketing Spending but any required</td></tr>
</table>

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| | | | Minimum Local Marketing Spending will not represent a limit on your LMG contributions. (see Item 11). |
| Minimum Local Marketing Spending[1,2,3,4] | The greater of: (a) $32,000 per calendar year or (b) 5% of your Real Revenue for the previous calendar year<br><br>Monthly fees for the Digital Marketing Program are a minimum of $599.00 per office.<br><br>New offices pay $499 per month, per office for the first 12 months of operation | Annually | You must spend this amount annually on approved local marketing and advertising of your Business in addition to any MAP Fees you must pay to us. Amounts paid to an LMG, the Digital Marketing Program, and certain other amounts of local advertising spending will count towards the Minimum Local Marketing Spending, as more particularly described in the Operating Manual. |
| Software System Monthly Fees[1,5] | Currently $121<br><br>Additional Office Licenses can be purchased for:<br>• $5.50 fee per month for each Microsoft Exchange email account<br>• $19.00 fee per month for each Office 365 E1 email account<br>• $30.00 fee per month for each Office 365 E3 email account<br>• RPM Intranet $7 per month for each additional user beyond 2 users<br>• Podium AI Concierge $50.00 per month.<br>• Additional Franchise Portal User Accounts are available at $20 - $40/month. | Paid monthly (currently on the 15th of each month) via ACH. | You must use the Software Systems that we from time to time specify. Currently, this fee will provide you access to: RPM-Intranet, RPM online learning courses, Royalty Submission Tool ("RST"), Customer Engagement Platform, Neighborly Franchise Portal, Podium, Wealth Optimizer, Mailgun, Github, one Microsoft Office365 exchange email account and one Microsoft Office Exchange E3 email account (2 email accounts total) (the "Software System"). You must sign the agreement attached as Exhibit M before you may use the Software System.<br><br>As of the date of this Disclosure Document, we don't anticipate these fees to increase by more than 30% annually in addition to any direct price increases from third-party vendors.<br><br>We reserve the right to suspend your access to any or all software within the Software System if you fail to timely pay these fees. |
| Late Fees (on Software System fees) | $25 per month or the maximum amount allowed under law, whichever is less. | As incurred. | If you fail to pay the Software System fees within 30 days of the invoice date you will be required to pay this late fee. |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Task Management and Lead Management Software[1,5] | Our then-current monthly fee.<br><br>Currently, $100 for the management of up to 90 property units; additional charge of $1.15 per unit applies after the initial 90 property units. | Paid monthly (currently on the 15th of each month) via ACH | You must use our Task Management and Lead Management software (which is currently LeadSimple). You must sign the agreement attached as Exhibit M before you may use the Task Management and Lead Management software. (See also Items 8 and 11).<br><br>We reserve the right to suspend your access to the Task Management and Lead Management Software if you fail to timely pay these fees.<br><br>As of the date of this Disclosure Document, we don't anticipate this fee to increase by more than 30% annually in addition to any direct price increases from third-party vendors. |
| Monthly BackOffice Bookkeeping Assistance Fee[1,6] | Currently $17.00 per property unit under management, $400.00 minimum.<br><br>Hourly rate (currently $75/hour) applies to certain additional work, including data entry error corrections upon the parties' entering into the Bookkeeping Assistance Program Service Agreement. | Monthly, when you are billed, beginning the month after your Franchise Agreement is signed. | You must pay your BackOffice Bookkeeping Assistance Fee directly to our Affiliate, BackOffice.<br><br>A catch-up fee may also apply (see note 6)<br><br>As of the date of this Disclosure Document, we don't anticipate this fee to increase by more than 30% annually in addition to any direct price increases from third-party vendors. |
| Monthly HelpDesk Plus Fee[1,6] | Currently $400 per month | Monthly, when you are billed, beginning the month that you are no longer required to participate in the Monthly BackOffice Bookkeeping Assistance program. | You must pay your Monthly HelpDesk Plus Fee directly to our Affiliate, BackOffice.<br><br>As of the date of this Disclosure Document, we don't anticipate this fee to increase by more than 30% annually in addition to any direct price increases from third-party vendors. See note 6. |
| Quarterly Bank Review Fee[1, 6] | $350 for the first quarter; $250 for every quarter thereafter | Quarterly, when you are billed, beginning the month that you are no longer required to participate in the | You may choose to participate in our Quarterly Bank Review. If you choose to participate, you must pay your Quarterly Bank |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| | | Monthly HelpDesk Plus program and sign up for the Quarterly Bank Review service. | Review Fee directly to our Affiliate, BackOffice. See note 6.<br><br>As of the date of this Disclosure Document, we don't anticipate this fee to increase by more than 30% annually in addition to any direct price increases from third-party vendors. |
| Fine for Marketing Outside of Territory[1] | $500 per violation | When you are billed | Payable per violation if you market, solicit customers, perform services or sell products related to the Business outside of your Territory without our prior written consent. |
| Annual Convention/ Reunion Fees[1] | Currently $1,000 | When you are billed, which may be via automatic bank draft, or within 30 days after the Annual Convention via automatic bank draft. | We charge you a per-person registration fee to attend the Annual Convention/Reunion. You must attend the Annual Convention/Reunion each year (see Item 11). We will charge you $2,000 if you fail to attend or participate on a pro-rata basis based on number of days you miss at said convention.<br><br>We may increase the fee but not by more than 30% annually. |
| Transfer Fee[1] | $10,000 | Before transfer | You must pay us this fee when you sell your Business, but we may discount, reduce or waive the transfer fee if the transfer is to a legal entity you control, to a member of your immediate family or if an ownership change within the same entity or the same ownership group already on the Franchise Agreement is greater than 20%. |
| Late Fees[1] (Franchise Agreement) | $10 per day | On demand | Applies to overdue fees from the due date until all sums are paid. |
| Dishonored Check or ACH Draft[1] | $50 | On demand | You must pay us for each check returned or ACH draft refused by your financial institution for insufficient funds in your account. |
| Interest[1] | 12% on unpaid balances | On demand | Payable on all overdue amounts. The twelve percent (12%) charge is calculated as a per annum rate but may be collected on demand, |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| | | | including weekly or monthly through automatic bank draft. |
| Audit[1] | Cost of audit plus expenses, plus any amount owed as shown by the audit, plus interest and late fees | When you are billed | Payable if we make a finding of an understatement of Real Revenue of 2% or more or if you fail to provide requested information within 30 days of our initial request. |
| Audit Noncompliance Fee | $500 per document (up to $2,500 per audit) that you fail to timely make available to us in connection with an audit;<br><br>And/or:<br><br>cost of audit, if audit is rescheduled due to your failure to cooperate with the audit | On demand | Payable if you fail to timely make available to us requested documents in connection with an audit.<br><br>In addition, if we must reschedule an audit due to your lack of cooperation, you will be required to pay for the cost of the audit. |
| Renewal Fee[1,7] | $3,000 | On renewal | See Item 17 for terms and conditions for renewal. |
| Amendment Fee[1] | $300 | When you are billed | You must pay us a processing fee for modifications to our franchise agreement that are made at your request. When you request an amendment to your franchise agreement or related agreements, if we approve such amendment, we may require that you sign a general release releasing us from all claims you may have, except claims which, under state law, may not be released. |
| Supplemental Training[1] | Currently, $250 per day, plus your costs and expenses in attending | Time of training | If you request or are required to repeat training in addition to the initial training program (see Item 11), we reserve the right to charge you a training fee, plus you must pay your costs and expenses in connection with such training. As of the date of this Disclosure Document we may conduct our training programs remotely/ virtually and so you may not incur any travel expenses if your training is done virtually.<br><br>We may increase the fee but not by more than 30% annually. |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|---|---|
| Ongoing Training[1] | Currently $600 - $1,500 (depending on location of training and number of days of training) | Time of program | You may also be required to attend two or more ongoing training sessions per year, if offered, which will not exceed 4 days. We may charge you a tuition fee and you must pay for your travel expenses related to such training. The range of the costs described herein is the current estimate of the tuition fee As of the date of this Disclosure Document, we may conduct our training programs remotely /virtually and so you may not incur any travel expenses if your training is done virtually.<br><br>We may increase the fee but not by more than 30% annually. |
| Indemnification and attorneys' fees and costs[1] | Varies according to loss | On demand | If we must engage an attorney to enforce our rights under the Franchise Agreement and we prevail, or if we are sued because of something you do or fail to do, you must indemnify us and/or reimburse us for all costs, including reasonable attorneys' fees (which may include outside counsel fees and in-house legal costs charged at rates comparable to outside attorneys), interest, court costs and expenses expended or incurred in enforcing our rights. |
| Tax Reimbursement[1] | Varies according to tax | When you are billed | You must pay us or to taxing authorities (as applicable) an amount equal to any sales tax, use tax, gross receipts tax, documentary stamp tax or similar tax (other than income tax), fees or charges imposed on us due to any required payments you make to us. You must pay us such additional amounts as necessary so that we receive all payments from you in full as if no such tax applied. |

NOTES

1. **Fee Payment Information**. All fees are non-refundable and, except as otherwise provided, all fees are uniformly imposed. All fees are imposed by us and are payable to us, except (i) the fees for

BackOffice Bookkeeping Assistance, HelpDesk Plus Program, and Quarterly Bank Review, which are imposed by us, collected by our designee (currently our affiliate BackOffice) and may be passed through to the service provider, (ii) the fees for our Software System, which are imposed by us, collected by our designee (currently our affiliate ZorWare) and may be passed through to the service provider, (iii) the fees for the Task Management and Lead Management software, which are imposed and collected by our designee (currently, our affiliate ZorWare) but may be passed through to the third-party service provider; and (iv) any local or regional LMG fees, which are imposed by us, and may be payable to us or the LMG. You may be required to pay by automatic bank draft all current and future fees specified in this Item 6. In particular, you should be aware that all monthly fees due to us are currently calculated via the Royalty Submission Tool ("RST") and are paid by automatic bank draft, and you should plan accordingly. See Item 11 for information about electronic reporting of Real Revenue and Pass-Through Expenses and payment of fees by automatic bank draft. Some banks or other financial institutions may charge a fee for electronic transfers.

2. **License Fees and MAP Fees**. From and after you execute your Franchise Agreement, you begin to report Real Revenue and Pass-through Expenses (as defined below)and pay us a monthly license fee (the "License Fee") based on the previous month's Real Revenue, equal to the applicable license fee described in the table above. In addition, you must pay the marketing, advertising and promotion fee (the "MAP Fee") equal to the applicable MAP fee described in table above. If at the time you sign an additional franchise agreement you have an existing franchise agreement with Franchisor ("Existing Franchise Agreement"), Franchisor may, in its sole discretion, agree to match the License Fees set forth in the Existing Franchise Agreement for the Additional Franchise Agreement only for the term of the Additional Franchise Agreement. The Additional Franchise Agreement and the Existing Franchise Agreement will renew at the then current License Fee rates.

3. **Standard Fees.** All fees expressed in percentages are calculated by multiplying the percentage stated by the total monthly Real Revenue, as the case may be, unless otherwise indicated.

"Real Revenue" includes total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Business whether under any of the Marks or otherwise, including, without limitation, all proceeds from any business interruption insurance, whether such revenue is generated by (i) you; (ii) any business entity that controls, is controlled by, or is under common control with you; or (iii) any person or family member of any person with an ownership interest in you, minus "Pass-Through Expenses" (as defined below). Real Revenue excludes sales taxes collected from Customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing.

"Pass-Through Expenses" means all costs paid in connection with repairs and maintenance services to real property or equipment that arise, directly or indirectly, from the operation of or in connection with your Business, such as, but not limited to, painting, lawn care, preventative maintenance, cleaning, plumbing, and general repairs to real property or equipment provided by outside vendors and the wages, payroll taxes, employee benefits and other direct payroll costs attributable to in-house maintenance personnel performing such services. Pass-Through Expenses shall not include overhead, administrative expenses, management fees, profit markups, or costs unrelated to the repair and maintenance services.

4. **Minimum Local Marketing Spending; Local Marketing Groups/Advertising Cooperatives**. You must spend an amount annually on approved local marketing and advertising of your Business (the "Minimum Local Marketing Spending") equal to the greater of: (a) $32,000 per calendar year or (b) 5% of your Real Revenue for the previous calendar year. The amount you spend on Minimum Local

Marketing Spending will be in addition to any MAP Fees you must pay to us. Amounts paid to an LMG, certain other amounts of local advertising spending, and amounts paid to the Digital Marketing Program will count towards the Minimum Local Marketing Spending, as may be more particularly described in the Operating Manual. The Digital Marketing Program will be required for purposes of training for a minimum period of 24 months of operation. After 24 months, you can request in writing to no longer use the Digital Marketing Program so long as you move to another agency to provide SEO support and provide us evidence you will be utilizing those SEO services within the 30 days required notice of exiting the Digital Marketing Program. If you do not utilize another agency, you will be re-enrolled into the Digital Marketing Program at the basic level of service and the current price for the basic level. The fees for the Digital Marketing Program are the minimum amount per month, and are typically non-refundable. The amount charged by Digital Marketing Program may be adjusted to reflect market fluctuations. The Digital Marketing Program Participation Agreement is attached as Exhibit Q to this disclosure document. If you fail to make the required expenditures, we have the right to collect the deficiency and spend it as provided below in this paragraph. We reserve the right to require you to use one or more designated vendors in connection with your local marketing and promotional activities. In addition, we reserve the right to collect (on a monthly or quarterly basis, as we may from time to time designate) the Minimum Local Marketing Spending and in return provide to you local promotional, marketing and advertising materials and related services to promote the Business in the Territory. Should your franchise agreement terminate prior to our providing such local promotional, marketing and advertising materials and related services in the Territory, we reserve the right to contribute the Minimum Local Marketing Amounts collected to the MAP Fund.

If advertising cooperatives are set up, franchisor-owned outlets will not have controlling voting power, although as franchisor, we will set the contribution rates and franchisor-owned outlets will contribute at the same rate. If local marketing groups are set up, the franchisor will set the contribution rates and franchisor-owned outlets will contribute at the same rate; the members will have no votes but they will advise the franchisor on the local marketing group's strategies and initiatives. There currently are no cooperatives.

5. **Software System and Other Software.** We require you to use our Software System, which currently includes Review and Reputation Management Platform, RPM-Intranet, RPM online learning courses, RST, Customer Engagement Platform, Neighborly Franchise Portal, Podium, Wealth Optimizer, Mailgun, Github, management feed platforms, one Microsoft Office365 exchange only email account and one Microsoft Office365 Exchange E3 email account, and required accounting, reporting and other software we from time to time specify. You must also use our Task Management and Lead Management Software. The monthly fees are described in the table above. All Software System fees and the Task Management and Lead Management Software fees are currently paid to our affiliate ZorWare.

You must also use the Property Management Software (currently AppFolio) provided by our designated vendor. Property Management Software fees are imposed by, and paid directly to, the third-party vendor (currently, a one-time account setup fee of $200 and monthly fees based on number of property units managed, with a minimum of $258/month (which includes the first 200 units); $1.29 per additional unit after 200; new franchisees receive a $50 monthly credit for the first 12 months of operation or until they reach 200 units under management).

We may at any time substitute or add a different required software for operations, accounting and reporting and office/other business functions for the franchised business, any such software may be provided by us, a third party or a combination of providers, and you will be required to pay to us or the third-party provider fees for such software and sign related software license agreements.

6. **BackOffice Bookkeeping Assistance Program and Catch-up Fee; HelpDesk Plus, and Quarterly Bank Review.** The BackOffice Bookkeeping Assistance Program will be provided to you for purposes of training for a minimum period of 12 months of operation. After 12 months and once you have at least 100 units under management, you can request to no longer use BackOffice Bookkeeping Assistance Program and if you meet our criteria, and if, in our sole discretion we determine that you are ready and able to maintain the books of the franchise without further assistance, you may transition to HelpDesk Plus program for a minimum of six months. This fee is the minimum amount per month and is typically non-refundable. The amount charged by BackOffice may be adjusted to reflect market fluctuations. The BackOffice Bookkeeping Assistance Program Service Agreement is attached as Exhibit I to this disclosure document.

The Catch-up fee applies based on the net increase of units managed per month, as all fees are prepaid for the coming month. By way of example, if you have 40 units on the 15th of March, you will pay all fees due for the month of April on that date, based on 40 units. If, on April 15th, you have 50 units, then on that date you will pay for the services rendered for those additional 10 units, as well as pay all fees due for the month of May, based on 50 units.

After completing the BackOffice Bookkeeping Assistance Program, you must utilize the BackOffice HelpDesk Plus Program for a period of at least 6 months. After completing the BackOffice HelpDesk Plus Program, you may participate in the BackOffice Quarterly Bank Review Program, pursuant to which BackOffice will provide quarterly bank account review and related services.

7. **Renewal.**

If you are signing a franchise agreement as part of a renewal and (i) have executed a renewal franchise agreement at least 7 calendar days prior to the expiration of your existing franchise agreement ("Original Franchise Agreement"), and (ii) your Original Franchise Agreement contains a gross maintenance calculation for the License Fee, your License Fee under your renewal franchise agreement will be the same amount as new franchisees entering the system (8.5% months 1-12, 8.25% months 13-24, 8% months 25 through the end of the term).

If you are signing a franchise agreement as part of a renewal and (i) have executed a renewal franchise agreement at least 7 calendar days prior to the expiration of your Original Franchise Agreement, and (ii) your Original Franchise Agreement contains a net maintenance revenue calculation for the License Fee, then then, the License Fee will be as follows:

For the first 24 months immediately following the Effective Date, the Royalty/License Fee rate for Maintenance Revenue and Non-Maintenance Gross Sales/Gross Sales will be the same rate as set forth in the Original Franchise Agreement. Beginning in Month 25 of the Agreement, the Royalty/License Fee rate based on Maintenance Revenue shall increase by .25% every 12 months until such time that it matches the Royalty/License Fee rate of Gross Sales/Non-Maintenance Gross Sales under the Original Franchise Agreement (the "Standardized License Fee Rate"). The Royalty/License Fee rate based on Gross Sales/Non-Maintenance Gross Sales shall not increase. Starting with the month immediately following the month in which the Standardized License Fee Rate is met, you will pay a License Fee equal to the Standardized License Fee Rate times Real Revenue. The License Fee rate based on Real Revenue shall increase by .25% every 12 months until the Standardized License Fee Rate is 8% and, from that point through the end of the term, Franchisee shall pay 8% of Real Revenue as the License Fee.

Notwithstanding the foregoing, the Minimum License Fee payment obligation (in the amount provided in the Franchise Agreement) begins the 1st month of the term of the Franchise Agreement with

the minimum License Fee calculated based on the cumulative number of months of service as a franchisee, including months as a franchisee under the Original Franchise Agreement and the number of months as a franchisee under the Agreement.

For the avoidance of doubt, once you are required to pay a License Fee based on Real Revenue, you will not be required to pay any Royalty/License Fee based on Gross Sales/Non-Maintenance Gross Sales or Maintenance Revenues.

As an example, if the Non-Maintenance Gross Sales rate is 7% under the Original Franchise Agreement, and the Maintenance Revenues rate is 6.75% in Months 85-96, then, you will pay a License Fee of 7% of Real Revenue for Months 97 to 108 and 7.25% for Months 109-120 (and will increase by .25% every 12 months thereafter).

The terms "Maintenance Revenues" and "Gross Sales"/"Non-Maintenance Gross Sales" will be based on the definitions in the Original Franchise Agreement.

For avoidance of doubt, notwithstanding the foregoing, if you are signing a Franchise Agreement for an initial term, you will only have the right to one renewal term, subject to satisfying conditions to renewal described in the Franchise Agreement. The minimum License Fee is calculated based on the cumulative number of months of service as a franchisee, including months as a franchisee under the existing franchise agreement and the number of months as a franchisee under the renewal franchise agreement.

Transfer. If you are purchasing an operating Business (as opposed to a territory that has not yet been developed), you will pay us a weekly License Fee beginning the first week you sign your Franchise Agreement. The Minimum License Fee is calculated based on the cumulative number of months of service of the franchise you are purchasing, including months as a franchise under the seller's franchise agreement.

## ITEM 7

## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount (Low) | Amount (High) | Method of Payment | When Due | To Whom Payment Is To Be Made |
|---|---|---|---|---|---|
| Initial Franchise Fee[1] | $69,900 | $69,900 | Lump Sum | Upon signing Franchise Agreement | Us |
| Marketing | $8,000 | $32,000 | As Arranged | As Incurred | 3rd Parties |
| Real Estate/Rent[2] | $2,250 | $9,000 | As Arranged | Before Beginning Operations | 3rd Parties |
| Vehicle[3] | $3,000 | $5,000 | As Arranged | Before Beginning Operations | 3rd Parties |
| Insurance[4] | $6,250 | $7,250 | As Arranged | Before Beginning Operations | Us and 3rd Parties |
| Equipment and Supplies[5] | $2,500 | $5,000 | As Arranged | Before Beginning Operations | 3rd Parties |
| Training, Travel, Lodging and Food[6] | $1,000 | $3,000 | As Arranged | During Training | Us and 3rd Parties |
| Property Management Software[7] | $1,028 | $3,500 | As Arranged | Before Beginning Operations | 3rd Parties |

| Type of Expenditure | Amount (Low) | Amount (High) | Method of Payment | When Due | To Whom Payment Is To Be Made |
|---|---|---|---|---|---|
| Software System Fee | $363 | $1,452 | ACH | Upon commencement of operations and every month thereafter | Us |
| Task Management and Lead Management Software | $300 | $1,200 | ACH | Upon commencement of operations and every month thereafter | Us |
| Licenses, Permits, Subscriptions[8] | $750 | $2,000 | As Arranged | Before Beginning Operations | 3rd Parties |
| Legal & Accounting[9] | $1,500 | $5,000 | As Arranged | As Incurred | 3rd Parties |
| Additional Funds[10] (first 12 months) | $2,500 | $100,000 | As Arranged | As Necessary | Employees, Utilities, Lessor & Suppliers |
| TOTAL | $99,341 | $244,302 | | | |

NOTES

(1) If you are approved as a new franchisee, your Minimum Initial Franchise Fee will be $69,900. You may qualify for a discount on the initial franchise fee. You must pay the initial franchise fee in full when you sign the Franchise Agreement. Although we do not typically finance, we may agree to finance a portion of the initial franchise fee, depending on your credit-worthiness, the collateral that you have available and our then-current financing policies. Monthly payments depend on the amount financed. The initial franchise fee is not refundable. See Item 5 for more information about the initial franchise fee (including applicable discounts) and see Item 12 for more information about Territory.

(2) You must lease or otherwise provide a suitable facility for the operation of the Business. Typically, the facility will range in size from 500 to 1,000 square feet of space. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. The low estimate is based on an assumption of leasing a facility of 500 square feet. The high estimate is based on an assumption of leasing a facility of 1,000 square feet. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility and pay the rent for the first three months, and these costs vary significantly by geographic area.

(3) If you choose to wrap or logo your vehicles, such wraps or logos must meet our specifications as described in the Operating Manual. The Marks must then be professionally applied as we specify before the vehicles are put into service. We do not sell or lease vehicles. An existing vehicle can be converted according to our specifications for use in the franchised business or you may choose to acquire a vehicle that meets our specifications. The estimated low cost reflects the cost of having the Marks applied to an existing vehicle that meets our standards. The estimated high cost reflects the purchase of a vehicle meeting our standards plus having the marks applied.

(4) You must purchase and maintain the types and amounts of insurance described in Item 8. If you do not, we may purchase it for you and bill you for our costs. Factors that may affect your cost of insurance include the size and location of the franchised business, the value of the leasehold improvements, the

number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

(5) If you already own an existing business similar to the franchise, you may own much of the necessary equipment, supplies and inventory to begin the operation of your franchise. The low estimate shown here assumes that you already own an existing business similar to the franchise. The high estimate shown here assumes you do not own an existing business, and includes office equipment, inventory and signage needed to equip your franchise in accordance with our standards. Both estimates include printed material (business cards, stationery, brochures, marketing materials, signage, etc.)

(6) The cost of initial training is included in the Minimum Initial Franchise Fee, but you are responsible for transportation and expenses for meals and lodging while attending the training. The total cost will vary depending on the number of people attending, how far you travel, and the type of accommodations you choose. As of the date of this Disclosure Document we may conduct our training programs remotely/virtually and so you may not incur any travel expenses if your training is done virtually.

(7) You must purchase and use the approved Property Management Software (currently, AppFolio) as outlined in Item 8 and Item 11. This software must be utilized for all properties managed, except, in those limited instances, where the software is not in compliance with local or state laws in your area. The current Property Management Software Agreement is attached as Exhibit L to this disclosure document.

(8) State and local government agencies typically charge fees for construction permits and operating licenses, including real estate and brokerage license fees. Your actual costs depend on the requirements of state and local government agencies. You are expected to join the local Chamber of Commerce and other local business networking organizations.

(9) You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Business. Additionally, we strongly recommend that you hire a real estate attorney with experience in property management to review all forms or documents that are provided to you for use in your Business to ensure that they meet the specific legal requirement in your jurisdiction. These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants.

(10) We recommend that you have additional funds available during the start-up phase of your franchise. These amounts are our estimates of the amount needed to cover your expenses for 12 months from the date you open for business. In computing this estimate, we relied on information provided to us by our franchisees as well as on our and our predecessors' industry knowledge and decades of experience in managing and developing this franchise system. We recommend you have funds available for a longer period and 12 months should be viewed as the minimum time you should plan for. In addition, the actual amount you may need will vary depending on the size of your Territory and your knowledge of the business. Your actual costs will vary according to your management skills, experience and business acumen; local economic conditions; the local market for the real property management services; the size and condition of your facility; the prevailing wage rate in your market; competition; the rate of growth of your franchise, whether you extend credit terms to customers and the time of year you start your business. We recommend that you obtain independent estimates from third party suppliers of the costs which would apply to your establishment and operation of a franchise or discuss the economic experience of opening and operating a franchise with our current and past franchisees. This estimate does not take into account your personal living expenses, your salary, your debt, ongoing working capital requirements, accounts receivable financing or other costs. Not included in this estimate is the cost of attending the Annual

Convention/Reunion. In some cases, you will be required to attend the Annual Convention/Reunion within the start-up phase of your Business (See Item 6 for an estimate related to attending the Reunion).

If you are, with our approval, converting an existing business offering similar services to a Business or adding additional territory to a Business or purchasing a particularly large territory, the costs stated above may vary. For example, if you already own a business that you are converting to a Business, you may already own some of the office equipment, furniture, and supplies you will need so your costs may be less than if you were beginning a new business. Also, if your territory is large or you are adding a large territory, your costs may be more than the typical costs described above.

Renewal and Purchase of Operating Franchises

If you are renewing your franchise or if you are purchasing an operating Business (as opposed to a territory that has not yet been developed), the above costs will not apply except to the extent they apply in your ongoing Business. You will pay a Renewal Fee of $3,000 instead of an initial franchise fee when you renew the franchise. Also, instead of an Initial Franchise Fee, we charge a transfer fee in an amount equal to $10,000 in the case of a resale/transfer (purchase of an existing Business). If you choose to have a legal review of your renewal franchise documents, the cost item above titled "Professional Fees" would apply but we estimate the amount to be approximately $4,000 for renewal since your Business has already been formed. The $5,000 estimated in the case of review of a franchise agreement and formation of a legal entity to be the franchisee, if needed, would apply in the case of a resale/transfer. This estimate does not include the cost of preparing and negotiating the purchase agreement with the owner of the franchised business you are purchasing, if applicable, and you must make your own estimate of those costs. If you are acquiring an operating franchise, you will pay to the selling franchisee a purchase price for the business, which purchase price you will negotiate with the selling franchisee.

## ITEM 8

## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must maintain the highest standards of quality and workmanship in order to provide the highest quality of service to your customers. You must use in the operation of your Business, and in the offer and sale of the services and products we approve, only those techniques, procedures, and supplies we specify in writing. You must offer all, and only such, products and services as we approve from time to time. We may change any of our requirements periodically. We will notify you of any changes to the standards or the Operating Manual.

Approved Supplies and Suppliers

We may furnish you from time to time lists of approved supplies and approved suppliers. We reserve the right to require that you only use approved products, inventory, supplies, uniforms, tools, equipment, signs, telephone and internet equipment and service, advertising materials, and other items (the "approved supplies") in the Business as described in the approved supplies and approved suppliers' lists, as we may amend from time to time. We also may develop and research new products or services as we determine necessary. We reserve the right to designate a primary or single source of supply for certain products and supplies, and we or our affiliates may be that single source. You must pay the then-current price in effect for any purchases from us or our affiliates. You may not contract with an alternative supplier for any products and/or services for which we have designated a supplier.

You may purchase from other suppliers if you follow our supplier approval procedures, as described in the Operating Manual, and obtain our prior written approval. You must give us at least thirty (30) business days' prior written notice if you wish to purchase from a source other than our approved suppliers. We may require an audit or review of the products from such other supplier to ensure such products meet our standards before our approval is given. You must pay upon demand our (or the third party's) actual costs of the testing and any related costs/expenses (regardless of whether we grant an approval). We will usually notify you of our decision within 10 days after we receive the test results. Additional or different procedures may be required for approval of services, software or other special items, as described in the Manuals. We reserve the right to revoke our approval at any time upon the supplier's failure to meet our then-current criteria.

You must utilize the BackOffice Bookkeeping Assistance Program for at least a period of 12 months from the date you begin operation of your Business, for all properties managed and until you have at least 100 properties under management, whichever is later. Currently the only approved supplier for the Bookkeeping Assistance Program is our affiliate, BackOffice. The BackOffice Bookkeeping Assistance Program Service Agreement is attached to the disclosure document as Exhibit I.

After completing the BackOffice Bookkeeping Assistance Program, you must utilize the BackOffice HelpDesk Plus Program for a period of at least 6 months. After completing the BackOffice HelpDesk Plus Program, you may participate in the BackOffice Quarterly Bank Review Program. Currently, the only approved supplier for the BackOffice HelpDesk Plus Program and BackOffice Quarterly Bank Review Program is our affiliate, BackOffice. The BackOffice HelpDesk Plus Service Agreement is attached to the disclosure document as Exhibit J and the Quarterly Bank Review Service Agreement is attached to this disclosure document as Exhibit K.

You must utilize the approved Property Management Software (currently, AppFolio) for all of your bookkeeping and accounting for all properties you manage, and pay a monthly fee directly to the vendor. The software must be purchased from our approved supplier. The Property Management Software Agreement is attached to this disclosure document as Exhibit L.

You must license the Task Management and Lead Management Software, and pay our designee (currently our affiliate ZorWare) a license for such technology which fee may be passed through to the third-party service provider.

You must license the Software System (which currently includes Review and Reputation Management Platform, RPM-Intranet, RPM online learning courses, Royalty Submission Tool ("RST"), one Microsoft Office365 exchange only email account and one Microsoft Office Exchange E3 email account (2 email accounts total)) from our designated vendor(s) (currently us) and pay our designee (currently our affiliate ZorWare) a license fee for such Software System. We may update our Software System from time to time and require you to use different and/or additional proprietary and/or other software and you will be required to purchase/enter into software agreements/licenses for such software as we (or the third-party supplier) specify and you will be required to pay to us or the third-party supplier fees for such software. In order to use the Software System, you must execute the Software System User & Maintenance Agreement attached to this disclosure document as Exhibit M.

You must utilize our Digital Marketing Program for 24 months from the date you begin the operation of your Business. The Digital Marketing Program will be provided by us to you for a minimum period of 24 months of operation. After 24 months, you can choose to exit the program and utilize an outside SEO digital marketing agency. You must provide documentation that you are utilizing an outside agency to continue your SEO marketing activities within the 30 days required notice of exiting the Digital Marketing

Program. If you do not utilize an outside agency, you will be re-enrolled into the Digital Marketing Program at the basic level of service and the current price for the basic service level. The Digital Marketing Program Participation Agreement is attached to this disclosure document as Exhibit Q.

Other than with respect to the BackOffice Bookkeeping Assistance Program, the BackOffice HelpDesk Plus Program, the BackOffice Quarterly Bank Review Program, the Software System, the Digital Marketing Program and the Task Management and Lead Management Software, collectively ("Required Programs"), neither we nor our affiliates are currently an approved supplier for any products or services, but we and our affiliates may be approved suppliers for other/additional products and services in the future.

We believe the fees for the Required Programs are equal to or lower than the prevailing market price you would obtain if you engaged a third party on your own to provide comparable services of a comparable quality on a consistent basis. This does not mean that we offer the lowest price; however, based on our experience, vendors that provide lower pricing for a single franchisee or a small group of franchisees and/or for a limited time do not promote the same level of uniformity in long-term system-wide product quality and service that we, as the franchisor, or our affiliates are able to provide. The fees for the Required Programs include a mark-up to offset our (or our affiliate's, as applicable) costs of administering and managing the services related to the Required Programs; such mark-up exceeds our (or our affiliate's, as applicable) direct costs of services related to the Required Programs, and we or our affiliate (as applicable) may derive a profit from the fees for the Required Programs.

We may also require that other products, supplies, equipment, inventory or services you use in connection with the operation of your Business meet our then-current specifications (as we may from time to time modify).

Vehicles

You must have at least one vehicle for use in the operation of your Business. If needed, you may buy any vehicle that meets our specifications. You are not required to buy your vehicles from any specified dealer, but you will receive the discount or Rebate only if your purchase qualifies under the specific program in place and only at the times specified in the program. Any applicable vehicle Rebates are applied at the time of purchase by the vehicle dealer, typically as a discount off of the vehicle purchase price. Any available program details and documentation are available from ProTradeNet and must be used when ordering the vehicle to receive the full benefit. If you choose to wrap or logo your vehicle, you must have the Marks professionally applied as we specify before the vehicle is put into service. We do not sell or lease vehicles. An existing vehicle can be converted for use in the Business or you may choose to acquire a vehicle that meets our specifications.

Marketing Materials

All advertising and promotional materials, signs and other items we designate must bear the Marks (see Item 13) in the form, color, location and manner we specify. Your advertising and promotion must meet our standards as described in the Operating Manual or otherwise by us in writing. You may prepare and use your own advertising or promotional materials provided that we have approved them in writing prior to use.

Telephone Numbers and Electronic Identities

The telephone numbers and electronic identities you use in connection with the Business must be owned and controlled by us or an approved supplier. We require you to "port" or transfer to an approved

call routing and tracking supplier all phone numbers associated with the Business or published in any print or online directory, advertisement, marketing or promotion associated with the Marks and/or the Business.

Purchasing Arrangements and Rebates

We do not provide you with any material benefits based on your purchase of particular products or services, or your use of designated or approved sources. Our affiliate, ProTradeNet, negotiates and enters into purchase arrangements, which may include discounted pricing, special terms, rebates or other incentives with suppliers for the benefit of our franchisees. We may also negotiate or enter into these types of arrangements directly. ProTradeNet has and may enter into relationships with other buying groups, which may include competitors, for the purpose of improving negotiating strength and purchase volume for the entire group. We or an affiliate (including ProTradeNet) may make available to you the opportunity to participate from time to time in certain discounts, rebates, or other benefits in connection with approved suppliers (collectively, "Rebates"), if you meet certain conditions, such as supplier terms and conditions and attendance at annual meetings. All Rebates not returned to franchisees may be retained by us or our affiliate (including ProTradeNet) and used to cover administrative costs or to promote our system and brands. Although neither we nor ProTradeNet have any contractual obligation to pay you Rebates, in most instances, but subject to change and vendor relationships, on average ProTradeNet will retain 25% of all Rebates, pay 25% of all Rebates to us and pay 50% of all Rebates to you, the franchisee, based on qualifying purchases. The Rebates received by ProTradeNet from suppliers are generally a percentage of each supplier's annual billings to franchisees with respect to certain products or services provided by the supplier to the franchisees. In 2025, these Rebates ranged from 1% to 25% of the suppliers' annual billings to franchisees. Some suppliers may also pay additional fees for advertising, which fees range from $500 to $35,000; for marketing, which fees range from .5% to 1% of total qualified purchases by franchisees from the supplier; and for sponsorships, and tradeshow space, which fees range from $500 to $175,000, for the purpose of promoting their product or service to franchisees. All of these amounts and percentages, including the percentages of Rebates retained by ProTradeNet and paid to us and to you and all additional fees, may change in the future at our sole discretion. The agreement you are required to sign with ProTradeNet to participate is included as Exhibit P hereto, and additional terms and conditions, which may change from time to time, are included on the ProTradeNet website, www.protradenet.com. While you are required to enter into the ProTradeNet Agreement, you are not required to purchase any items under the ProTradeNet Program except as otherwise stated in this disclosure document or required by your Franchise Agreement, our Operating Manual or our policies and procedures. However, certain benefits, Rebates and special pricing will be available to you only if you participate on the terms required by ProTradeNet or each individual supplier.

We may derive revenue as a result of your required purchases. Amounts listed below are based on cash received and cash disbursed. Some Rebates may be received and the portion of any that are disbursed may be held until the next national meeting before being disbursed. Not all suppliers provide Rebates. A complete listing of suppliers providing Rebates and their rates is available from ProTradeNet.

- In the year ending December 31, 2025, we had revenue of $1,905,412, or about 2.77% of our total revenues of $20,124,010, as a result of purchases by Real Property Management franchisees from approved suppliers or under our specifications or as a result of purchases, if any, directly from us. These figures were computed from our internal accounting records for the year ended December 31, 2025.

- In the year ending December 31, 2025, BackOffice had revenue of $1,905,412 from purchases by Real Property Management franchisees. These figures were taken from financial statements of BackOffice's internal accounting records for the year ending December 31, 2025.

- In the year ended December 31, 2025, Neighborly Service Solutions SPV LLC had revenue of $2,400 from franchisee payments of fees for the call center services. This figure was computed from Neighborly Service Solutions' internal accounting records for the year ended December 31, 2025.

- In the year ended December 31, 2025, ProTradeNet had revenue of $463,309 from purchases by Real Property Management franchisees. These figures were computed from ProTradeNet's internal accounting records for the year ended December 31, 2025.

- In the year ended December 31, 2025, ZorWare had revenue of $1,272,143 from the required purchases or payments by Real Property Management Franchisees for initial training and maintenance and monthly support. These figures were computed from ZorWare's internal accounting records for the year ended December 31, 2025.

You must comply with all terms and conditions applicable to these programs to receive the discount or Rebate. Additional information is available by contacting us. These programs may be changed or discontinued at any time. Other than the ProTradeNet program described above, we do not currently participate in any purchasing or distribution cooperatives. We or our affiliate(s) may from time to time negotiate purchase arrangements with suppliers (including price terms to the extent permitted by law) for the items and services described in this Item 8 that you may obtain only from designated sources.

National Accounts

We may, but have no obligation to, offer a National Accounts or similar program. From time to time, we may have opportunities to enter into national service agreements with large private or quasi-governmental entities (the "National Accounts Entity") under which we would agree to refer properties owned by such entities to our franchisees or other property managers for property management services (the "National Service Agreements"). The decision as to whether we enter into any National Services Agreements is entirely at our discretion. Additionally, the terms and conditions of such National Service Agreements shall be determined exclusively by us in our sole discretion. Should we decide to enter into National Service Agreements, it will be solely within our discretion and reasonable business judgment as to how and under what terms and conditions properties referred to us under such agreements (the "National Accounts Properties") will be referred to you, if at all. We are under no obligation to refer any National Accounts Properties to you. Similarly, you are under no obligation to accept for management any National Accounts Properties. We may, in our sole discretion, refer such properties to property managers outside of the System or otherwise handle the management of such properties as we deem necessary, under the terms of the National Service Agreements.

If you do, however, wish to accept for management such National Accounts Properties, you will be required to execute a National Account Terms and Conditions Agreement with us for each National Accounts Entity for which you will manage properties (the "National Account Terms and Conditions Agreement"). You should understand that each National Account Terms and Conditions Agreement may differ depending on the specific requirements and specifications of each National Accounts Entity. If you make the decision to enter into a National Account Terms and Conditions Agreement, you will be required to strictly abide by all of its terms and requirements, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, the offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance,

indemnity, quality control, and other provisions. A breach of the National Account Terms and Conditions Agreement would also be considered a breach of your Franchise Agreement. Similarly, a breach of your Franchise Agreement would also be deemed a breach of the National Account Terms and Conditions Agreement.

Insurance

Before you begin operating your Business you must purchase, and maintain at all times during the term of your franchise agreement, at your sole cost, insurance coverage, from a responsible carrier, with an A.M. Best rating of A-VIII or better, with the coverage amounts, types and other features as we from time to time specify, using the insurance industry form(s) acceptable to us, and such other insurance coverage as required by law and any other agreement related to the Business. We reserve the right to designate a primary or single source for all or any of the insurance coverage for the Business, and we or our affiliates may be that primary or single source. We may develop an insurance program and require you to participate in it. Any person or entity with an insurable interest that we designate (each, an "Additional Insured") must be named an additional insured on all required liability policies. Each insurance policy must contain a waiver of subrogation in favor of the Additional Insureds. Your insurance must apply as primary and non-contributory. Currently, our minimum insurance requirements include (i) commercial general liability insurance, with minimum liability coverage of $1,000,000 per occurrence (including Products/Completed Operations and Personal Injury and Advertising Injury) and $2,000,000 in the aggregate; (ii) auto liability coverage, combined single limit in the amount we specify, no less than $1,000,000, including hired, owned, and non-owned vehicles used in connection with the Business; (iii) workers' compensation coverage regardless of whether required by state law, but with minimum coverage of $1,000,000 per claim and in the aggregate; (iv) errors & omissions insurance ("E&O") professional liability insurance with a minimum limit of $1,000,000 per claim and in the aggregate; (v) employee dishonesty crime coverage with a minimum limit of $100,000 per claim and in the aggregate (regardless of employee status); (vi) tenant discrimination legal expense and loss reimbursement, with a $1,000,000 minimum limit per claim and in the aggregate; (vii) cyber security and data privacy insurance policies of such types and with a minimum limit of $1,000,000 per claim and in the aggregate, that includes multimedia liability, security & privacy liability, privacy regulatory, privacy breach response, penalties, network asset protection, cyber extortion and cyber terrorism; and (viii) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. RPM (and their officers, directors, employees, agents, affiliates and subsidiaries) must be named as additional insureds. We also require you to provide an acceptable Certificate of Insurance for the business, any vehicles used in the business and Workers Compensation within 30 days of the date of the Franchise Agreement, and at each insurance renewal or at least once per year. With respect to National Accounts, if the insurance amount required for any National Account or for National Account work in general exceeds the amount specified as the maximum amount required by us for any type of insurance, that higher amount required for the National Account work will apply. Additional insurance requirements are described in the Operating Manual.

You must deliver to us at commencement and thereafter annually or at our request a proper certificate of insurance evidencing the existence of the required insurance coverage. We also may request copies of all insurance policies. We may modify the required minimum limits and types of coverage, by written notice to you. Upon such notification, you must immediately implement the modification of the policy, and provide evidence thereof, in accordance with our request. You may satisfy the insurance coverage limits through an umbrella policy that meets all our requirements. We have the right to terminate your Franchise Agreement for cause if you fail to comply with our insurance requirements.

Accounting Software and Other Requirements

We recommend that you engage the services of a certified public accountant to assist you with the set-up of your books and records, in using the appropriate chart of accounts that we require and in producing monthly and annual compiled financial statements. If you request, we will provide you with information about companies we are aware of that offer these services to our franchisees. We require that you use our established chart of accounts, comply with our operating procedures and specifications, including internal audit standards, and use our required software and that your accounting must also be compatible with our required software. We may require you to provide us, within the time we specify, audited financial statements of the Business, prepared by an independent certified public accountant satisfactory to us, and/or to adopt a fiscal year consistent with ours, and to cooperate with our auditors and to comply with such additional requirements as may be reasonably necessary to enable us to meet our obligations under Generally Accepted Accounting Principles and to comply with applicable accounting standards and rules.

Cooperatives

We have no purchasing or distribution cooperatives serving our franchise System. We or our affiliate(s) may from time to time negotiate purchase arrangements with suppliers (including price terms to the extent permitted by law) for the items and services described in this Item 8 that you may obtain only from designated sources.

None of our officers currently have an ownership interest in any approved supplier.

Your purchases from us and from other approved suppliers represent approximately 80% of your total purchases in connection with the establishment of the Business and approximately 20% of your overall purchases in operating the Business.

## 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 | ITEM IN DISCLOSURE DOCUMENT |
|---|---|---|---|
| a. | Site selection and acquisition/lease | 2, 5(A) and Schedule A | 11 |
| b. | Pre-opening purchase/leases | 5(A) – (F); 9(C) | 7, 8 & 11 |
| c. | Site development and other pre-opening requirements | 5(A) – (F); 9(C) | 7, 8 & 11 |
| d. | Initial and ongoing training | 6 | 11 |
| e. | Opening | 5(A) – (F); 9(C); 6; Schedule A | 11 |

| | OBLIGATION | SECTION IN FRANCHISE AGREEMENT | ITEM IN DISCLOSURE DOCUMENT |
|---|---|---|---|
| f. | Fees | 8; 10(C); Schedule A | 5, 6, 7 & 11 |
| g. | Compliance with standards and policies/Operating Manual | 2(A), (B); 3; 5; 6; 8(H), (I); 9; | 11 |
| h. | Trademarks and proprietary information | 3; 5(G), 5(J), Schedule F | 13 & 14 |
| i. | Restrictions on products/services offered | 2(A); 3(A) - (C); 5(C), (D), (K), (L) and (M) | 8 & 16 |
| j. | Warranty and customer service requirements | 5(N) | 11 |
| k. | Territorial development and sales quotas | 2(A), (B); Schedule A | 12 |
| l. | Ongoing product/service purchases | 5(A)-(F) | 8 & 16 |
| m. | Maintenance/appearance/remodeling requirements | 5(A) and (B) | 11 |
| n. | Insurance | 9(C) | 6 & 8 |
| o. | Advertising | 7 | 11 |
| p. | Indemnification | 9(B) | 6, 9, 13 & 14 |
| q. | Owner's participation/management/ staffing | 6 | 11 & 15 |
| r. | Records and reports | 8(H) and (I) | 6 |
| s. | Inspections and audits | 5(H); 8(J) | 6 & 11 |
| t. | Transfer | 10 | 17 |
| u. | Renewal | 4(B) and (C), Exhibit G-1, G-2 | 17 |
| v. | Post-Termination obligations | 13 | 17 |
| w. | Non-competition covenants | 9(D); Schedule F | 17 |
| x. | Dispute resolution | 11 | 17 |
| y. | Other | | |
| | Guarantee of Franchisee Obligations (Note 1) | 14(F); Schedule C | 14. 15 |

**Notes:**

| | OBLIGATION | SECTION IN FRANCHISE AGREEMENT | ITEM IN DISCLOSURE DOCUMENT |
|---|---|---|---|
| 1. If Franchisee is a corporation or other entity, all persons having a 5% or more ownership interest must personally guarantee the obligations to be performed by the Franchisee under the Franchise Agreement. | | | |

## ITEM 10

## FINANCING

We have no obligation to provide you any financing, but we may agree to finance a portion of the initial franchise fee for qualified prospective franchisees under specified terms and conditions. Our decision to finance the initial franchise fee will be based, in part, on your credit-worthiness, the collateral you have available to secure the financing and our then-current financing policies. We do not provide any financing in any transaction in which brokers are involved.

We limit the amount that we will finance -- currently to an amount less than 50% of the total equity, debt and other financial support of your Business (collectively, "obligations"). You must make a written representation to us, in a form we specify, confirming the dollar amount of your obligations. The representation must remain true through the execution of your franchise agreement and we may elect not to approve a transfer, including a transfer to a corporation or other entity wholly owned by you, if you do not either maintain the same investment in your Business or pay any loans payable to us and our Affiliates in full. Subject to the obligation limit, our standard financing is up to 70% of your initial franchise fee, and we may agree, in our sole discretion, to finance up to 80% of your initial franchise fee if you meet certain requirements.

You must qualify to purchase a franchise, meet our credit standards and be otherwise eligible for financing to qualify for the following interest rates. We currently charge an interest rate based on your credit score as follows:

| Credit Score | Annual Interest Rate |
|---|---|
| 650 - 699 | 10% |
| 700 or more | 9% |

If we agree to finance a portion of the initial franchise fee, you must sign a promissory note when you sign the Franchise Agreement. An example of our promissory note is attached as Schedule G to the franchise agreement. You must pay us the down payment when you sign the franchise agreement and pay the balance in monthly installments.

You must make note payments to us by automatic bank draft. Some banks and other financial institutions may charge a fee for electronic transfers. Monthly payments will begin approximately 2 months after you complete our initial training program. The length of the repayment term may be negotiable but will generally follow these guidelines:

| Loan Amount | Length of Repayment Term |
|---|---|
| Less than $59,900 | Up to 5 years |
| $59,901 - $75,000 | 6 years |
| $75,001 - $100,000 | 7 years |
| $100,001 - $150,000 | 8 years |
| Greater than $150,000 | 9 years |

We require a security interest in the Business. You must sign a security agreement, substantially in the form included in the promissory note attached as Schedule G to the franchise agreement, granting us a security interest in all your assets, including after-acquired property, and we will file a UCC financing statement with the appropriate governmental authority. We have the right to require additional forms of security.

You may prepay the note at any time without penalty. If you default, including if you default under the Franchise Agreement, we may declare the entire remaining amount due. If you do not pay us the entire balance and any accrued, unpaid interest, you may be responsible for the court costs and attorneys' fees we incur in collecting the debt from you. We may terminate your franchise agreement if you do not pay us.

You must waive your rights to certain notices of a collection action in our promissory note, security agreement and guaranty but there are no waivers of defense in our promissory note, security agreement or guaranty. If you are a legal entity, your shareholders, members, partners, and/or owners must personally guarantee the debt and agree to pay the entire debt and all collection costs. We have the right to require a spouse's personal guaranty.

The financing described in this Item 10 is provided by us, Real Property Management SPV LLC.

We may sell, assign or discount any promissory note or other obligation arising out of the franchise agreement to a third party. If we sell or assign your promissory note, it will not affect our obligation to provide the services to you that are described in the franchise agreement but the third party may be immune under the law to any defenses to the payment you may have against us.

We may periodically agree with third party lenders to make financing available to our qualified franchisees and we may, in our sole discretion, refer you to a third-party lender for financing. We have no control over whether financing will be offered to you by any third-party lender. The lender is not obligated to provide financing to you or to any other franchisee that the lender finds does not meet its credit requirements and loan criteria. If we refer you to a third party lender for financing, we may agree to take a short-term promissory note (in a form we provide to you) until your financing is arranged. You must use the proceeds from the lender to pay any promissory note to us.

We do not currently derive income from referrals or placement of financing with any third-party lender. However, we may require payment from you or other persons for the placement of financing in the future. If we charge for placing financing in the future, we expect to use the payments to offset our expenses in doing so.

We do not guarantee your obligations to third parties.

We may, in limited circumstances, agree to finance a portion of any renewal fee for qualified franchisees at a 12% interest rate under specified terms and conditions. Our decision to finance a renewal fee will be based, in part, on your credit-worthiness, the collateral you have available to secure the financing, and our then-current financing policies.

## ITEM 11

## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM AND TRAINING

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

As noted in Item 1, we have entered into a management agreement with Manager for the provision of support and services to Real Property Management franchisees. However, we remain responsible for all of the support and services required under the Franchise Agreement.

Pre-Opening Assistance: Before you open your Business, we or our designee will:

1. Provide you with site selection guidelines and general specifications and standards (Franchise Agreement, Section 5.A).

2. Provide you with the list of approved supplies (which will include written specifications for certain items of equipment, signs, fixtures, opening inventory and supplies in some instances and approved suppliers in other instances). We do not deliver or install any items. (Franchise Agreement, Section 5.E).

3. Provide you with either a written or an electronic copy of the Operating Manual (or electronic access to the Operating Manual) that detail the specifications and procedures incidental to the operation of the Business (Franchise Agreement, Section 5.G).

4. Provide the training programs described below (Franchise Agreement, Sections 6.B and C).

5. Provide you with opening support for your Business and any additional support we determine necessary (Franchise Agreement, Sections 6.B and C).

Ongoing Assistance. During the operation of your Business, we or our designee will:

1. Maintain the Marketing, Advertising and Promotion Fund (the "MAP Fund") (Franchise Agreement, Section 7A).

2. Provide updates to the lists of approved supplies and approved suppliers and continue to research and develop new products and services (Franchise Agreement, Section 5.E).

3. Provide consultation and guidance as we reasonably determine to be necessary (Franchise Agreement, Section 5.I).

4. Provide refresher training courses, and regional meetings and conventions/conferences as we determine necessary and require you to attend. We may charge you a fee to attend (and for your employees to attend) regional meetings or conventions/conferences that we deem

necessary. In this event, you must pay all expenses for you and your employees, including training materials, travel and living expenses (Franchise Agreement, Section 6C and E). For more information on the Reunion and Annual Convention/conference, see Item 6. As of the date of this Disclosure Document, we may conduct our training programs remotely/virtually. Therefore, you may not incur travel expenses if your training is done remotely/virtually.

5. Provide ongoing communication and support and updates to the Operating Manual (Franchise Agreement, Section 5.G).

In addition, based on examples from REAL PROPERTY MANAGEMENT businesses, we may, from time to time, make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate National Account arrangements, including pricing, which will bind all REAL PROPERTY MANAGEMENT businesses providing services to such National Accounts. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law. We may offer preferred customer plans that offer customers discount prices under certain terms and conditions. You are not required to offer these plans to customers but, if you do elect to participate in our preferred customer plans, you must offer the discount prices set by the plans in accordance with the terms of the plan. (Franchise Agreement, Sections 5M and 5N)

We are not required to provide any other service or assistance to you during your operations.

Marketing

MAP Fund and Local Advertising

We collect a MAP Fee from you for the MAP Fund equal to 2% of Non-Maintenance Gross Sales as provided in Item 6. (Franchise Agreement, Section 8.C)

We have established the MAP Fund and have designated the Manager (i.e., Neighborly Company) to administer the MAP Fund. The MAP Fund is not a trust or escrow account, and neither we nor the Manager have any fiduciary obligations with respect to the MAP Fund. If all of the MAP Fees are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the MAP Fund for use in the following years. The Manager may use the MAP Fund for various purposes related to the Real Property Management franchise system, including, but not limited to, (1) broadcast, print or digital advertising; (2) the creation, development and production of advertising and promotional materials (*i.e.*, print ads, digital, radio, film and television commercials, video, digital ads, direct mail pieces, and other print advertising); (3) any marketing or related research and development; (4) advertising and marketing expenses, including product research and development and services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies; (5) the development, licensing and/or use of any tools and platforms in connection with marketing, advertising and promotional activities; and (6) expenses, administrative costs and overhead we or the Manager may incur in activities related to maintaining, administering, directing, and conducting the MAP Fund and its programs, including compensation to employees or any other individual or entity providing services to the MAP Fund. (Franchise Agreement, Section 7.A)

The Manager determines the use of the monies in the MAP Fund. The Manager is not required to spend any particular amount on marketing, advertising or promotion in the area in which your Business is

located. The Manager and the MAP Fund may collaborate with the advertising funds of certain franchise systems affiliated with us. There can be no assurance that the MAP Fund's participation in these collaborations and joint efforts will benefit the franchised businesses using the Marks proportionately or equivalently to the benefits received by the other franchised businesses or the other franchised systems affiliated with us that also participate. The Manager oversees the advertising programs and uses the MAP Fund to create marketing materials and conduct national, regional or local advertising. We will contribute to the MAP Fund amounts equal to your required percentage for each similarly situated company-owned and affiliate-owned Real Property Management businesses. From time to time we may contribute to the MAP Fund some amounts paid to us by outside suppliers. The Manager will prepare an annual unaudited accounting of the MAP Fund and will make it available for your review upon your written request. The Manager has its own in-house marketing and advertising production capabilities, but also may use an outside national, regional, or local agency. Neither we nor the Manager will use any of the advertising funds for the solicitation of franchise sales, but any marketing materials the Manager produces may designate "Franchises Available."

We reserve the right to cause the MAP Fund to be incorporated or operated through another entity separate from us or the Manager at such time as we may deem appropriate, and any such successor entity will have all our rights and duties with respect to the MAP Fund. We or the Manager may use collection agents and institute legal proceedings at the MAP Fund's expense to collect MAP Fund contributions. We may also forgive, waive, settle, and compromise all claims by or against the MAP Fund. If we terminate the MAP Fund, we will refund to you your pro-rata portion of any amounts remaining in the MAP Fund, based on your contributions to the MAP Fund. (Franchise Agreement, 7.A)

During the fiscal year ended December 31, 2025, the MAP Fund contributions were primarily allocated toward the following uses:

| Type of Expense | Percent of Expenses |
|---|---|
| Production | 42% |
| Administrative Expenses | 5% |
| Digital & Other Media Placement | 46% |
| Public Relations | 6% |
| Other | 1% |
| Total | 100% |

The MAP Fund is administered by us, with advisory input from an Advisory Council consisting of 12 franchisees nominated by their peers. We have the right to create, change or dissolve the Advisory Council. Other than the advisory input from the Advisory Council, we or the Manager will direct all activities that the MAP Fund finances, with sole control over the creative concepts, graphics, materials, communication media, and endorsements used and their geographic, market, and media placement and allocation.

In addition to your payments of the MAP Fee, we reserve the right to require you to spend annually the Minimum Local Marketing Spending (as outlined in Item 6). If you fail to make the required expenditures, we have the right to collect the deficiency and spend it as provided below in this paragraph. We reserve the right to require you to use one or more designated vendors in connection with your local marketing and promotional activities. In addition, we reserve the right to collect (on a monthly or quarterly

basis, as we may from time to time designate) the Minimum Local Marketing Spending and in return provide to you local promotional, marketing and advertising materials and related services to promote the Business in the Territory. Should your franchise agreement terminate prior to our providing such local promotional, marketing and advertising materials and related services in the Territory, we reserve the right to contribute the Minimum Local Marketing Amounts collected to the MAP Fund. See Item 6 for more information. All of your local marketing and promotion (including through social media) must be in media that we approve, conducted in a dignified manner and conform to the standards and requirements that we specify, including compliance with all Mark usage and branding standards. Specifically, you must submit all advertising materials to us at least fourteen (14) days prior to use. If we do not respond within 14 days after you submit the proposed advertising materials to us, the advertising materials will be deemed unapproved. (Franchise Agreement, Section 7.B)

We reserve the right to require advertising or marketing cooperatives and/or local marketing groups ("LMG") to be formed, changed, dissolved or merged, based on specific criteria determined by us for designated marketing areas. We typically determine the local marketing areas based on a combination of designated market area and core-based statistical area data. We have the right to establish how LMGs operate and to administer the LMGs. If an LMG is established in your market, you will be designated to be a member of the LMG. We will determine the amount of member contribution, which will be a percentage of Non-Maintenance Gross Sales and will not exceed 5% of Non-Maintenance Gross Sales. Other franchisees that will be members of the same LMG will contribute on the same basis as you. We may require that some or all of your LMG contribution be paid to us or our affiliate, and we reserve the right to use your LMG contribution on any promotional, marketing and advertising initiatives, including digital and other marketing and brand awareness programs. As of the issuance date of this Franchise Disclosure Document, we may require that a portion of your LMG contribution (currently, 2% of Non-Maintenance Gross Sales) be paid for use towards the Neighborly marketing and brand awareness initiatives, which may include service professional recruitment marketing. Your contribution to the LMG will count towards any required Minimum Local Marketing Spending but any required Minimum Local Marketing Spending will not represent a limit on your LMG contributions. Each company-owned or affiliate-owned Real Property Management business located within the LMG's market will be a member and will contribute to the LMG on the same terms as franchisees. The LMG will not be required to operate from written governing documents although we may establish written operating guidelines and rules for the LMG. The LMG will not be required to prepare annual or periodic financial statements. All promotional and advertising materials proposed to be used by the LMG must be approved by us prior to use. As of the date of this disclosure document, the LMGs we plan to establish will be local marketing groups rather than advertising cooperatives. (Franchise Agreement, Section 7.D)

Customer Surveys

We make available to you online customer surveys, which we have developed and administer. We will deliver an online survey to each of your customers who have a service relationship with you, we will compile and analyze the survey data and share the survey results with you. We own the data resulting from the surveys and may use such data subject to any limitations of applicable law, including without limitation by sharing aggregate results of such surveys with our franchise system.

Computer System

You must purchase a computer system that meets our standards and requirements (the "Computer System"). You must license business management software from us and pay license and other fees for use of same, as discussed below and in Items 5 and 6. Additionally, you may be required to license additional software from us, an affiliate, or a third party and you also may be required to pay an additional software

licensing or user fee in connection with your use of such software. You will be liable for all damages and problems caused by your use of any software or the Computer System. We will have full and complete access to the information and data entered and produced by the Computer System and can use them in any way we deem appropriate. You must maintain a dedicated email account for the Business, separate from any personal or other email account. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may from time to time require and that may be referenced in the Operating Manual. We have no contractual obligation to maintain, repair, update, or upgrade the Computer System, except as provided in the Software System User & Maintenance Agreement (attached as Exhibit M). You must make sure that you are in compliance with all laws that are applicable to the Computer System or other technology used in the operation of your Business, including all data protection or security laws as well as payment card industry compliance. (Franchise Agreement, Section 5.E)

You must purchase and use, or update to, any hardware and software programs we designate. (Franchise Agreement, Section 5.F) Presently, you must purchase (directly from the third-party vendor) and use the approved Property Management Software (currently AppFolio) that is specifically for Real Property Management, and you must enter into an agreement directly with the third-party vendor (the current version of which is included as Exhibit L). You will be trained on the software by us or our affiliate. This software is used for property management accounting and will record transactions relating to all income and expenses of the operation of the franchise. The cost of the ongoing maintenance will vary depending on the number of properties you manage.

You must license the Software System (which currently includes the Review and Reputation Management Platform, RPM-Intranet, RPM online learning courses, Royalty Submission Tool ("RST"), Customer Engagement Platform, Neighborly Franchise Portal, Podium, Wealth Optimizer, Mailgun, Github, one Microsoft Office365 exchange only email account and one Microsoft Office Exchange E3 email account (2 email accounts total) from our designated vendor(s) (currently us) and pay our designee (currently our affiliate ZorWare) a license fee for such Software System. You must also license the Task Management and Lead Management Software and pay our designee (currently our affiliate ZorWare) a license fee for the Task Management and Lead Management Software which may be passed to the vendor. In order to use the Software System, you must enter into the Software System User & Maintenance Agreement attached to this disclosure document as Exhibit M. These fees cover maintenance on the Software System as provided in the Software System User and Maintenance Agreement (attached as Exhibit M). These fees may increase in the future, but not more than by 30% annually, in addition to increases due to additional or different software being added to the Software System and direct price increases from third-party vendors.

You must utilize the BackOffice Bookkeeping Assistance Program ("BackOffice Program") for at least the first 12 months of operation and until you manage at least 100 properties, whichever is later. BackOffice will train you and assist you with the operation of the Property Management Software (currently AppFolio). The cost of this program will vary depending on the number of properties you manage, and is paid directly to BackOffice. After completing the BackOffice Bookkeeping Assistance Program, you must utilize the BackOffice HelpDesk Plus Program for a period of at least 6 months. After completing the BackOffice HelpDesk Plus Program, you may participate in the BackOffice Quarterly Bank Review Program. (Franchise Agreement, Section 6.B)

You must bring a laptop computer to training with at least a Quad Core 3.0 GHz processor or the equivalent; 8 GB SSD hard drive; 1080P color monitor; and WI-FI 5 capable. For office use, we recommend a PC with a 3.0GHz or higher 10 Core processor; 16 GB RAM; minimum 120 GB SSD hard

drive; high speed Internet access capability, 1080P color monitor; 2 monitors; keyboard; mouse; and a laser or ink jet printer.

You must pay for all maintenance of your Computer System, internet access, and local area networks, at your own expense. We do not require you to sign any hardware maintenance or support contracts with us or any third party suppliers. In our experience, most of the computer hardware will have a manufacturer's warranty that you can extend at additional cost. We estimate that the annual cost to maintain the Computer System is $100 - $200 for maintenance not covered under manufacturer's warranty. We do not guarantee, warranty, maintain or support any computer hardware in any manner. You should determine for yourself whether or not any third party supplier from whom you purchase any component of your Computer System is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your Computer System, and determine the additional cost for the services.

We will make available to you an optional third-party web-based job applicant tracking system ("Paradox ATS"), which will allow you to create and manage local job postings online, track job applicants, and manage your recruiting efforts. Your use of the Paradox ATS will be subject to Paradox, Inc.'s terms of use. You will pay us or our affiliate an annual fee at the then-current rate, currently $703. We may increase the fee in the future but as of the date of this Disclosure Document we don't anticipate an increase of more than 30% annually in addition to any price increases from the vendor, Paradox, Inc. You may opt out of using Paradox at any time. Your access to this third-party applicant tracking system in no way shifts any employee or employment related responsibility from you to us. You are, and will remain, the sole employer of your employees at all times, and you are solely responsible for all employment decisions and actions related to your employees.

The approximate cost of the hardware and software ranges from $2,500 to $5,000. This cost is included in the category of "Equipment and Supplies" in the Your Estimated Initial Investment chart in Item 7.

You may periodically be required to update or upgrade computer hardware and software, whenever we believe it is necessary. We may introduce new requirements or modify our specifications and requirements for computer, bookkeeping or point of sale systems. We have the right to independently access all information you collect or compile at any time without first notifying you. There are no limits on our right to do so. (Franchise Agreement, Section 5.F)

Our computer hardware and software requirements, including the Software System, will periodically change and you will be required to update your systems and you may incur additional or higher fees and costs in connection with any such changes or updates. There are no contractual limitations on your obligations to upgrade your Computer System and pay for those upgrades or changes. We will advise you of any required upgrades, updates or changes.

We may periodically develop other proprietary software and other systems, products and upgrades that we may require you to use. We may charge you a license fee for any new software.

Other than the Computer System requirements described above, you do not have to buy or use an electronic cash register.

Internet Service Provider

You must have a primary and we recommend a secondary or "back-up" source of internet access. Your primary internet access must be high speed business class internet service with a minimum of 1

megabit per second (Mbps) of available band width per named Software System user. We may modify these requirements in the future. You may use any independent Internet service providers ("ISP") of your choice as long as each allows you to perform all necessary functions. (Franchise Agreement, Section 5.E)

System Website, Intranet and Electronic Communications and Data

We own the domain name www.realpropertymgt.com and use it as our primary website for information about franchised businesses. We may provide a domain name for your Business. You must provide information to us promoting your Business to post on the website. You may not separately register any domain name or any social media account containing any of the Marks, establish a website or social media account for the Business, or allow any existing website of yours to re-direct to our domain name without our prior written consent. We reserve the right to pre-approve, establish rules, procedures, and policies relating to any website or social media account you create for the operation of your Business. Our system standards will apply to website advertising. At our option, we may, in the future, establish one or more additional websites to advertise, market, promote and operate Real Property Management businesses and the franchise opportunity, and provide you certain additional website-related services such as a listing for your location, or a web page, and we may charge you a fee for such services. (Franchise Agreement, Section 5.K)

We make no warranties and disclaim any express or implied warranty relating to any software, data, Intranet, website or other related items provided or recommended by us. If we provide you with any software or require the use of any software, Intranet, website or other related items we will not be liable for any costs or expenses, including any special, indirect, or other damages (including lost profits), even if we have been advised of the possibility of damages and even if the software did not function properly or had design problems that may have contributed to any loss.

You must comply with all policies and procedures as described in our Operating Manual, and execute any required agreements for use of our Intranet or any electronic communication, or data storage/retrieval system, website or software, as we periodically require, including policies that require you to identify yourself in all electronic communications as an independently owned business. We may periodically modify these rules and policies at our discretion. We are not obligated to provide you with an internet or intranet email account or system but we do currently use an on-line system for the communication of information and Internet/electronic mail access. We may discontinue the current system of communication and Internet/electronic mail at any time and you may be required to maintain an account we designate with a provider of our selection and pay the required fees. See Item 6. We are not obligated to monitor or create/maintain any backup of email and information/data related to email. There are no contractual limitations on our right to access information and data on the electronic communication and Internet/electronic mail systems. You agree you have no right of privacy with respect to such communications and data and we may access these email communications and data. Any access to, monitoring or copies of, data related to electronic communications and emails will be solely for our benefit.

We may use all data provided by you to us for any and all purposes for which we may solely determine, including financial information and assessments or similar data, and may share and disclose the data to/with our affiliates, their franchisees and our franchisees, and all prospective franchisees, without restriction and without compensation, subject to compliance with applicable laws. We will disclose such financial information and data to any other third party only after your name has been omitted unless you consent or as required by judicial process or a governmental investigation, in each case subject to compliance with applicable laws. (Franchise Agreement, Section 5.E).

Site Selection

You select the site for the Business with site selection guidelines we provide. You must verify to us that your site complies with our site selection guidelines. We do not select your site. We will approve your site so long as it meets our site selection guidelines. The factors we consider in approving your site are whether the site is located within your Territory and whether it meets zoning requirements. We will evaluate the site and notify you of our approval or disapproval of your proposed site within a reasonable time (usually 30 days) after we receive all requested information regarding your proposed site (together with evidence of its compliance with our site selection guidelines) to us for approval. There are no consequences if you and we can't agree upon the location, except that the franchised business cannot be operational. We do not generally own the premises for a franchised business and lease them to a franchisee. You must sign your lease and begin operating your Business within 4 months from the date you sign a Franchise Agreement, although you may not commence operations of your Business until you successfully complete our training program and have otherwise complied with your pre-opening obligations. We reserve the right to require you to return and attend the training for new franchisees in Waco or Dallas, Texas at your expense if you fail to open your franchise on time. (Franchise Agreement, Section 5.A)

The Operating Manual

We will loan you or grant you access electronically to a copy of our Operating Manual, which contains mandatory and suggested specifications, standards and procedures. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques, and management systems described in our Operating Manual or other written materials relating to the Business. The Operating Manual will contain both mandatory standards and recommended standards. You must treat the Operating Manual, and other written materials created for or approved for use in the operation of the Business, and the information contained in them, as confidential. The Operating Manual will remain solely our property. We may, from time to time, revise the contents of the Operating Manual and you must comply with each new or changed standard. The Operating Manual has a combined total of 68 pages and the table of contents is copied below. (Franchise Agreement, Section 5.G)

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Training

You must complete our pre-training requirements. You will not be allowed to attend our initial training program in Texas until you have received your real estate license, and sponsoring real estate broker in the state in which you are operating, and the pre-training program requirements are completed, and you receive our written approval to attend.

We (or our affiliate) will provide you an initial training program that covers material aspects of the operation of the Business. The topics covered are listed in the charts below. This training is offered at our offices in Waco or Dallas, Texas, or another location we designate, although as of the date of this Franchise Disclosure Document, this training may be conducted virtually. A portion of the training may be conducted by a third-party software supplier and may be conducted virtually. You must designate a manager for the Business and he or she must satisfactorily complete the training program before the opening of the Business. You will be required to secure a Real Estate license, and a sponsoring real estate broker before attending training. The process, schedule, and length of classes required for securing such a license vary by state. One or more assistants of your choosing may also attend at your option. We expect that your attendees will advance through the training program at different rates depending on a variety of factors, including background and experience. The time frames provided in the chart below are an estimate of the time it will take to complete training. The costs for the initial training are included in the initial franchise fee. You must, however, pay for all travel costs and living expenses for yourself and any of your attendees. These costs are estimated in Item 7. If you replace your designated manager, your new designated manager must attend our training program. You may be charged fees for additional training. Our current fees for additional training are described in Item 6. You are responsible for training your employees and other management personnel. Your Business must at all times be under the day -to -day supervision of a designated manager who has satisfactorily completed the training program. After a replacement of the designated manager, the new manager has 60 days to complete the initial training. All attendees at our initial training must complete the training program to our satisfaction.

Any training provided by us or our affiliate to any of your workers will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training. (Franchise Agreement, Section 6)

**TRAINING PROGRAM**

| Subject | Hours of Classroom Training | Hours of On the Job Training | Location |
|---|---|---|---|
| Business Launch | 1 | 73.5 | Waco or Dallas, Texas or virtual training |
| Property Management | 25 | 30 | Waco or Dallas, Texas & Field Training location or virtual training |
| Systems | 2 | 26 | Waco or Dallas, Texas or virtual training |
| Sales Training | 6 | 40 | Waco or Dallas, Texas & Field Training Location or virtual training |
| Business Development | 2 | 80 | Waco or Dallas, Texas & Field Training Location or virtual training |
| Marketing | 6 | 7 | Waco or Dallas, Texas & Field Training Location or virtual training |
| **TOTALS** | **42** | **256.5** | |

The training program is typically held 11 times per year or whenever minimum class sizes are achieved.

Our personnel who actively participate in the support and training of our franchisees in the use of our property management systems and processes, possess the combined experience in operating property management companies spanning more than a century and have a range of 11 to 37 years of experience with us and Predecessor. Our corporate Vice President in charge of training is Stacy Brown, who has over 37 years of experience in operations, training, real estate, and maintenance, with 13 of those years of experience with us and Predecessor.

If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers if the training schedule requires it. There are no limits on our right to assign a substitute to provide training.

The training will include the following instruction materials: the Operating Manual, new franchisee training manual, and other handouts. The dates and location of the training will be communicated to you via E-mail or telephone conferences. The training will occur at either our offices in Waco or Dallas, Texas, or at a location of our choosing, or via webinars/virtually.

Within twenty-one (21) days from your completion of the initial training, you will begin your pre-opening support training with a support specialist who will assist and guide you as you work through your business goals to open and successfully begin your franchise. This training will be conducted through weekly conference calls to address items that need attention. This training will continue through the first year of operation, or until mutually agreed. In conjunction with the support training, you will also receive sales training through webinars and conference calls provided and determined by our designated vendor or corporate staff. We reserve the right to substitute the designated vendor at any time. There is no additional cost for this support and sales training.

Periodically, you, your managers, or your employees must attend one ongoing training session and may attend additional ongoing training sessions to be conducted at our offices or another location we designate. Attendance at these programs will be at your expense. You must also attend, every year, at your expense, the annual training or conference event specified by us and currently referred to as "Reunion" (see Item 6 for more detail), and any other training we designate as required.

Opening of Franchise

Our franchisees typically open for business within 21 days after completing initial training, which will generally take place within three months after signing the Franchise Agreement. The Franchise Agreement requires you to open within four months after signing the Franchise Agreement. The factors that affect how quickly you can open your Business include the training schedule, your ability to obtain necessary financing, any local requirements for permits or licenses and your ability to complete our recommended pre-training agenda. (Franchise Agreement, Section 5.A)

## ITEM 12

## TERRITORY

You will receive the right to operate a REAL PROPERTY MANAGEMENT business at a location within your territory that meets our site selection guidelines (the "Franchise Location"). We reserve the right to grant exceptions to these guidelines and guidelines may change from time to time. Your Franchise Agreement will also specify a designated territory that will provide you limited territory protection (the "Territory"). The Franchise Agreement does not grant you any territorial rights beyond the Territory.

A typical Territory will have a population in excess of 100,000 people and more than 10,000 single family rentals; however, we reserve the right to grant a Territory with a population of less than 100,000. If you are a current franchisee, we may grant you a Territory with a population of 60,000 people or less. You will maintain rights to your Territory even if the population in your Territory increases.

If you wish to relocate from your Franchise Location to a new business site, with prior authorization we may authorize you to relocate to another site within the Territory, within a three-mile radius of the initial Franchise Location, that meets our site selection guidelines and standards; provided (1) you submit your request in writing, (2) you are not in default of the Franchise Agreement, any other agreements with us, or the lease for the former Franchise Location, (3) you are current on your financial obligations to us and our affiliates and all your third party creditors, and (4) you open for business at the new location on the same day you close your former Franchise Location.

In the limited instance that Google (or another designated vendor we use for search engine optimization purposes to drive online customer marketing) requires a secondary physical location in your Territory (in addition to your Franchise Location) in order to align with the marketing areas identified by

Google/the vendor, we and you will agree on how you can establish and operate the secondary location in a manner that meets Google/the vendor's requirements as well as our applicable System standards for a secondary location; provided that this requirement will not apply during the first year of operation of your Business.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we, our affiliates or third parties control, operate or franchise. Provided you are in full compliance with your Franchise Agreement, we will not establish or operate more than one additional company- or affiliate-owned or franchised Real Property Management business for every 100,000 persons in your Territory. Population demographics is determined by reference to the most recent figures available from the U.S. Census Bureau or similar third-party source.

We and our affiliates reserve all other rights not specifically granted to you, including the right, while your Franchise Agreement is in effect, to sell or allow others to sell: any products or services anywhere using different trademarks; the same or similar products and services, competitive with those you will provide, anywhere using different channels of distribution; different products and services anywhere using the Marks; or the same products and services using the same trademarks anywhere within or outside your Territory (subject to the limitation in the paragraph above).

In addition, we may advertise, solicit and enter into National Service Agreements, which could be large private or quasi-governmental accounts we believe will benefit the System, and National Service Agreements may involve marketing in your Territory. In addition to allowing others to offer products and services in your Territory generally, in the specific case when a National Accounts Entity is involved we may also designate or authorize a corporate employee, another franchisee or any other third party to perform or assist you in performing services within your Territory if you refuse or, in our judgment, are not qualified, interested, able or available to perform services for any customer in the Territory, including any National Accounts Entity; if you request assistance; or if a customer, orally or in writing, specifically requests services in the territory from a different franchisee or any other third party. If you do wish to participate in the management of properties for such National Accounts Entities, you will be required to execute a National Account Terms and Conditions Agreement with us for each National Accounts Entity, with terms which may differ depending on the specific requirements and specifications of each National Accounts Entity. If you decide to enter into a National Account Terms and Conditions Agreement, you will be required to strictly abide by all of its terms and requirements, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control and other provisions.

If we allow others to provide services in your Territory, you will not be entitled to any compensation for the sales or services performed. Subject to the rights granted to you in your Franchise Agreement, we may provide in the Operating Manual for other programs in which we offer and sell, and/or authorize others to offer and sell, using the Marks or other marks, goods and services in your Territory that are identical or similar to and/or competitive with those provided at your Business. We may also acquire businesses or be acquired by a business offering similar products and services anywhere.

You cannot advertise for or attempt to solicit customers for any products or services, including using Internet, telemarketing or other direct marketing, outside your Territory. If we give you written permission to advertise, solicit, service or sell in areas outside the Territory that are not serviced by another franchisee you must comply with all of the conditions and other requirements that we may from time to time specify (in the Operating Manual or otherwise in writing) with respect to such activities, including any

requirement to terminate or transfer any such activities to any new franchisee that may subsequently acquire rights to such territory, as from time to time specified by us (in the Operating Manual or otherwise in writing).

You may only provide products/services to customers outside your Territory in accordance with our policies and procedures and only with our prior written consent. We may identify in the Operating Manual or otherwise in writing the conditions under which we would grant our consent to your servicing or selling outside of your Territory and our consent may be conditioned upon whether you have obtained a required level or the highest level of quality or service as determined by a rating system we designate, which may change from time to time. If you advertise or otherwise solicit customers, perform services, or sell products related to the Business outside the Territory without our prior written consent, we may charge you a $500 fee per violation as described in more detail in Item 6.

Our Operating Manual may also set specific rules for engaging in, and what may constitute, marketing within your Territory and other related matters, including what telephone area codes and exchanges may be used within the Territory (depending on the areas covered by those area codes/exchanges); which publications or media you may advertise in (depending on whether the circulation of the publication/media is wholly or mostly within your Territory); participation in promotional events, tradeshows, continuing education programs, chambers of commerce and industry association meetings; the post office box or mailing address that may be displayed on advertising; which phone numbers may be displayed on your vehicles; how, when and from which customers or accounts you may solicit work (depending on their location and the location and/or duration of the work); requirements for referral of work; enforcement, administration and interpretations of provisions of marketing/territory rules and procedures; and other matters; and we may update and change these rules from time to time.

We also reserve the right to establish policies and procedures regarding protected leads and customer accounts, pursuant to which we may allow other franchisees to identify and protect a certain number of leads they are actively working or clients with whom they are actively engaged in your Territory. We will notify you in writing if we establish such policies and procedures and if a customer lead or account is designated as a protected account of another franchisee in your Territory.

We do not otherwise limit or restrict your solicitation of customers in your Territory.

Neither we nor any other party are required to pay you as a result of us exercising in your Territory any of our rights described in this Item.

Beginning with the second full calendar year of operations, your Business must achieve (a) in each calendar year, annual Gross Sales that are in the top 90% of the annual Gross Sales per franchised business for the Real Property Management franchise system for that calendar year (the "Gross Sales MPS") and (b) a Net Promoter Score (or another customer satisfaction survey score we designate) ("NPS") that is not more than 10 points below the average NPS for the Real Property Management franchise system for each applicable measurement period we set (the "Customer Satisfaction MPS" and collectively with the Gross Sales MPS, the "Minimum Performance Standards"). If you operate multiple Real Property Management businesses, the Minimum Performance Standards will apply separately to each franchised business. We can make changes to the Minimum Performance Standards upon 6 months' prior written notice in accordance with our reasonable business judgement and so long as such revised Minimum Performance Standards are applied to all similarly situated Real Property Management franchised businesses.

If you do not meet the Minimum Performance Standards for any applicable calendar year or measurement period, we will meet with you to identify the reasons for the substandard performance and

establish a performance improvement plan ("PIP") for the Business to take specific actions with the goal to improve the overall performance of the Business, including its annual Gross Sales and/or NPS. Your failure to implement or comply with the PIP over the three to six month period we designate will be a default under your Franchise Agreement, subject to a 30-day cure period. During the cure period, you will have the opportunity to advise us of your intent to sell your Business to a third party, in which case we will give you an additional 90 days (from the date of your notice of intent to sell) to transfer the Business in accordance with the transfer requirements of the Franchise Agreement. Failure to timely cure the default or transfer the Business will give us the right to either reduce the size of your Territory or terminate your Franchise Agreement.

Although you do not have a right to do so, we may permit you to establish another Real Property Management Business, if you meet our then-current Expansion Criteria. We have the absolute right to determine whether an existing franchisee meets our Expansion Criteria, which we may modify from time to time. As of the date of this Disclosure Document, the criteria we consider are, among other factors: a franchisee's compliance with the System, operational success (including your existing Franchised Business(es) meeting or exceeding certain performance thresholds), leadership ability and team development, financial stability and ability to expand and potential limits on the number of Businesses any franchisee owns.

We do not generally grant any right of first refusal to obtain additional territory. If we approve you to purchase additional territory, we may require that you sign a general release releasing us from all claims you may have except claims that under state law may not be released.

If you do not qualify for renewal of your Franchise Agreement, we may, in some cases, but are not required to, offer to enter into a franchise agreement with you for a smaller territory and you would then have the option to accept that territory on the terms offered. You do not receive the right to acquire any additional franchises within your Territory.

We do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, certain of our affiliates described in Item 1, and other portfolio companies that currently are or in the future may be owned by private equity funds managed by our affiliates, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current affiliated franchise programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. As noted in Item 1, all of these affiliated franchise brands (with the exception of Mosquito Joe, PDS, and any KKR portfolio companies) have the same principal business address as us, and they generally do not maintain physically separate offices and training facilities from our offices and training facilities (except for Rainbow International, which maintains some separate training space) although each affiliated brand has its own separate meeting space. Most of the affiliated franchisors and the affiliated franchise brands are not direct competitors of our franchise network given the products or services they sell, although some are to a limited extent, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers in your territory. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

There is no minimum sales quota.

## ITEM 13

## TRADEMARKS

We grant you the right to operate a franchise under the name Real Property Management. You may also use our other current or future Marks designated by us to identify your franchise.

We own the rights to the following Marks, which have been registered or filed with the U.S. Patent and Trademark Office ("USPTO") on its Principal Register:

| Mark | Status | Registration Number | Registration Date |
|---|---|---|---|
| (Words and Design) | Registered | 3,572,022 | February 10, 2009 |
| (Words and Design) | Registered | 4,164,283 | June 26, 2012 |
| (Design) | Registered | 3,523,313 | October 28, 2008 |
| (Design) | Registered | 3,526,475 | November 4, 2008 |
| REALEVATE (Service Mark) | Registered | 4,883,211 | January 5, 2016 |
| | Registered | 5309133 | October 17, 2017 |
| WEALTH OPTIMIZER | Registered | 5425264 | March 13, 2018 |

As noted in Item 1, we became the owner of the above listed Marks in March 2021.

Our Parent, Neighborly Assetco LLC owns the following Marks, which are registered on the Principal Register of the USPTO, and we license from Parent the right to use and to allow our franchisees to use these Marks under a Trademark License Agreement (the "License Agreement"). The License Agreement grants us a worldwide, non-exclusive, nontransferable license to use and to license others to use the Marks. Parent may terminate the License Agreement due to our material breach, ownership change or for any reason upon 90 days' notice. Upon any termination of the License Agreement, we will be required to cease all use of these Marks and we will require you to do the same.

| Mark | Registration Number | Registration Date |
|---|---|---|
| NEIGHBORLY | 5,365,894 | December 26, 2017 |
| NEIGHBORLY (Stylized) neighborly | 5,365,895 | December 26, 2017 |
| HOUSE LOGO  | 5,347,941 | November 28, 2017 |
| YOUR HUB FOR HOME SERVICES | 7,281,370 | January 16, 2024 |

Required affidavits and renewals for the registrations for these principal trademarks have been filed when due.

Currently, we know of no effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of any state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks. We understand that the phrase "real property management" is a commonly used description of property management services, and that prior uses and related common law rights of the same or similar term may exist and could be alleged in some markets where we are selling franchise rights, although we are not aware of any specific challenges to our use except as provided below.

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 franchise other than the License Agreement noted above and what is described below.

In the county of San Diego in California, a competitor in the property management business claims using the tradename Real Property Management prior to our use. On December 11, 2014, they informed us of their right to use the name. We settled the disagreement by agreeing not to operate our franchised locations in San Diego County, California under the name Real Property Management. For franchisees in San Diego County, California, we are currently using the name Realevate. Any franchisee in San Diego County, California is only granted rights to and agrees to use the name Realevate.

We do not have actual knowledge of any infringing uses that could materially affect your use of our Marks other than the common law rights mentioned above. You must notify us immediately when you learn about an infringement of or challenge to your use of our Marks. We will take the action we think appropriate but are not obligated to protect your rights to use the Marks. We have the right to control the defense of any claim using attorneys we choose and you must cooperate in that defense. You may participate

in the defense and settlement at your own expense but our decisions will be final and binding. We will indemnify you or reimburse you for your liability and reasonable costs if there is a challenge to your authorized use of our Marks provided you have notified us immediately after you learned of the challenge and cooperate with us in defending the challenge as required.

You must follow our rules when you use the Marks and you may only use the Marks for the operation of your Business in your Territory. You must execute any documents we require to protect the Marks or to maintain their continued validity and enforceability. You may not directly or indirectly contest the validity of our Marks, our (or Parent's, as applicable) ownership of the Marks or our right to use or license our Marks, trade secrets, confidential information or business techniques that are part of our business. You cannot use the Marks as part of a corporate or other legal name and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations.

You must modify or discontinue the use of a Mark, at your expense if we direct. If we direct, you must adopt or use one or more additional or substituted Marks.

## ITEM 14

## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent but you can use the proprietary information in our Operating Manual and software which are described in Item 11. We have not filed an application for a copyright registration in these items, but we claim a common-law copyright in our Operating Manual and software and we treat the information in these items as confidential and proprietary. Item 11 describes limitations on the use of the Operating Manual and software by you and your employees. You must treat these items and the information as confidential. You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action to protect or defend use of proprietary information but will respond as we think appropriate and will control any action we decide to bring or defend. We are not required to participate in your defense or indemnify you for use of copyrighted material or patents. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state and there are no agreements that limit our rights to use our copyrights or to allow others to use them.

Confidential information includes all information, data, knowledge, materials, techniques and know-how designated or treated by us as confidential and includes any and all of the Operating Manual, computer software or programs, training materials, operational videos, marketing programs, franchise rosters, franchisee lists, customer and prospective customer lists and data, and any other materials designated or treated by us as confidential. You may not, at any time during or after the term of the Franchise Agreement, disclose, copy or use any confidential information except as we specifically authorize.

If we ask, you must have your personnel who receive or will have access to confidential information sign covenants not to divulge the confidential information or use it for their own benefit. If you are a corporation or other business entity, your shareholders, members and/or owners must also abide by these covenants and sign a Guaranty (attached to the Franchise Agreement as Schedule C). If you are an individual, we may require your spouse to sign and abide by a confidentiality agreement. If we ask, your employees with access to your password and log-in name for our Intranet must sign a confidentiality agreement agreeing to not disclose this information.

If you develop any new product, service offering, concept, invention, business venture, technique, process or improvement in the operation or promotion of your Business, you must promptly notify us and

provide us with all necessary information free of charge. You acknowledge that we own any such information and you agree to assign ownership of same to us, and you acknowledge that we may provide the information to other franchisees for use in their franchises.

There currently are no effective adverse determinations of the USPTO, United States Copyright Office or any court, nor are there any pending infringements, opposition or cancellation proceedings or material litigation, involving the copyright materials that are relevant to their use by our franchisees.

## ITEM 15

## OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are an individual, you must directly perform or supervise the operation of the Business unless we consent otherwise. You must obtain and maintain an immigration status that will allow you to live, work, own and operate a business in the United States for the initial term of the Franchise Agreement and for the length of any renewal term of the Franchise Agreement. If you do not have or maintain the required status, the Franchise Agreement will immediately expire by its terms with no further notice or opportunity to cure and we will have no liability to you, and no refund of any fees will be made. However, you will remain bound by all post-termination obligations in the Franchise Agreement, including all obligations regarding noncompete, de-identification, confidentiality, and indemnity.

If we agree that you need not personally perform or supervise operation of the Business, an individual who has successfully completed our training program ("manager") must directly supervise the Business, and that individual must be a bona fide manager, as determined by us. If we ask, the manager must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14.

You may be required by us or by applicable law to engage a licensed real estate broker. As soon as you have engaged a licensed real estate broker, we, you, and such licensed broker must execute a Brokerage Agreement (attached to the Franchise Agreement as Schedule H).

If you are a corporation or other legal entity, direct, on-site supervision must be done by a designated owner who has successfully completed our training program unless we consent otherwise ("principal owner"). If we ask, the principal owner must sign a written statement to maintain confidentiality of the trade secrets described in Item 14 and to conform to the covenants not to compete described in Item 17. If we agree that a principal owner need not personally perform or supervise the operation of the Business, a manager must directly supervise the Business. The manager need not have an ownership interest in the Business. If you are a corporation or other legal entity, your principal shareholders, members and/or owners must sign a Guaranty agreeing to pay and perform all obligations under the Franchise Agreement (attached to the Franchise Agreement as Schedule C). If you obtain financing from us as provided in Item 10, we have the right to require a spouse's personal guaranty.

While you own the Business, you cannot have an interest or relationship with any competitors. If you own an existing business when you sign the Franchise Agreement, we may (in our sole discretion) allow you to roll such existing business into the Business by executing and becoming bound by the Roll-In Addendum (attached as Schedule I to the Franchise Agreement). If you wish to acquire a competitive business or some of its serviced accounts, we must approve such acquisition, in which case the acquired business or accounts will become part of the Business and you will be required to execute and be bound by the Acquisition Addendum (attached as Exhibit P to this disclosure document).

## ITEM 16

## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only the goods and services that conform to our standards and specifications. You must offer the goods and/or services that we designate as required for all franchisees and you may elect to offer other products and/or services only if we approve them in advance. You must provide real property management services. We may change the authorized services and/or products that we require you and all franchisees to offer by adding additional services and/or products or deleting products and/or services, or both, and there are no limits on our right to make changes. If we make any changes, we will notify you. We have no plans to make significant changes in the future.

You must comply with all applicable laws and regulations and obtain all appropriate governmental approvals for the Business, including obtaining an appliance repair license if required by your locality. To ensure that the highest degree of quality and service is maintained, you must operate in conformity with the methods, standards and specifications in the Operating Manual and as we may otherwise require in writing periodically. You must not deviate from our standards and specifications without our prior written consent.

We do not limit or restrict your solicitation of customers in your Territory, although we own all customer information and may use the customer information as we deem appropriate (subject to applicable law), including, without limitation, sharing it with our affiliates for cross-marketing, customer loyalty programs or other purposes.

To the extent allowed under applicable law, you must include an assignment provision in all agreements with customers pursuant to which each customer consents to allow you to assign, or cause the assignment of, the customer agreement to us or, at our election, another REAL PROPERTY MANAGEMENT franchisee or a third-party broker, in each case as designated by us. In addition, we reserve the right to from time to time require you to include certain other provisions in your agreements with customers as further set forth in the Operations Manual or other communication from us.

## 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 (unless otherwise specified) | Summary |
|---|---|---|
| a. Length of the franchise term | 4(A) | Initial term is 10 years. |

| Provision | Section in Franchise Agreement (unless otherwise specified) | Summary |
|---|---|---|
| b. Renewal or extension of the term | 4(B), (C) | Your Franchise Agreement can be renewed for one additional 10-year term by executing the then-current form of franchise agreement and meeting the other requirements for renewal; if you continue to operate after expiration of the initial or a renewal term, we may, at our sole election, treat the Franchise Agreement as expired or as continued on a month-to month basis until both parties agree to enter into our then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the interim period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the interim period as if the Franchise Agreement had not expired, except that the License Fee during the interim period will be increased to 10% of Real Revenue for all types of products/services and without any reductions.<br><br>Once you have renewed your Franchise Agreement, you have no automatic further right of renewal and the provisions about renewal described in this section do not apply. At that point you may enter into a new franchise agreement on the then current terms if you and we agree to a new agreement. |
| c. Requirements to renew or extend | 4(B), (C) | Requirements for renewal are as follows: you cannot be in default of current Franchise Agreement or any related agreement, have satisfied all monetary and other material obligations on a timely basis during the term and are in good standing and have received no more than 2 written notices of default during the term of the Franchise Agreement; you have not failed to meet the Minimum Performance Standards for any 2 calendar years (or 2 measurement periods, as applicable) during the term of the Franchise Agreement; you must give us written notice at least 180 days (but not more than 240 days) before the end of the expiring term; you and your guarantors must sign a general release; you must pay us a |

| Provision | Section in Franchise Agreement (unless otherwise specified) | Summary |
|---|---|---|
| | | renewal fee of $3,000; you must complete our then-current training requirements, and you must sign the then-current version of our franchise agreement (and standard form of renewal addenda), which may have terms, conditions and fees that could be materially different as compared with your original franchise agreement. |
| d. Termination by you | 12(C) | You may terminate the Franchise Agreement as a result of our breach of a material provision of the Franchise Agreement, provided that you give us written notice of the breach and we fail to cure the breach within 30 days after our receipt of your written notice. If we fail to cure the breach, the termination will become effective 60 days after our receipt of your written notice of breach.<br>You may also terminate for any reasons allowed under the law. |
| e. Termination by us without Cause | None | We cannot terminate your Franchise Agreement without cause. |
| f. Termination by us with Cause | 12(B) | We can terminate your Franchise Agreement only if you default. |
| g. "Cause" defined – curable defaults | 12(B)(1) | You have 10 days (subject to local state law) to cure if you fail to pay amounts due or fail to submit required reports.<br>You have 30 days to cure all other defaults of the Franchise Agreement except for the non-curable defaults described below. |
| h. "Cause" defined – non-curable defaults | 12(B)(2) | You made material misrepresentations to us in the application for the franchise or other reports or information provided to us; you voluntarily abandon performance of the Franchise Agreement (including by failing to operate the Business for seven or more consecutive days); state or local authority close the Business for safety reasons; you register any domain name containing our Marks or use Confidential Information in unauthorized manner; you or your guarantor become insolvent or make an assignment for the benefit of creditors or |

| Provision | Section in Franchise Agreement (unless otherwise specified) | Summary |
|---|---|---|
| | | other similar arrangements; you or your guarantor are convicted of (or plead no contest to) any misdemeanor bringing the Marks into disrepute or impairing your reputation or goodwill of the Marks or of the Business; you or your guarantor are convicted of (or plead no contest to) any felony; you intentionally understate or underreport Real Revenue, License Fees, or MAP Fees; any understatement or 2% variance on a subsequent audit within a 2-year period; any transfer or assignment without our consent as provided in the Franchise Agreement; or any default by you that is the second default of any type within any 12-month consecutive period even if the defaults were cured. |
| i. Your obligations on termination/non-renewal | 13 | Your obligations include complete de-identification of the Business (including all vehicles) and immediate discontinuation of advertising or any other use of the Marks or any other promotional materials furnished by us; return to us all copies of the Operating Manual, software, customer lists and ongoing customer contracts; assignment to us of all right in the telephone numbers, websites, social media accounts and domain names for the Business and cancelation or assignment, at our option, of any assumed name rights or equivalent registrations; assignment to us, upon our demand, of your remaining interest in any lease for the Business; and payment of any amounts due to us or to third parties for amounts guaranteed by us; compliance with non-competition covenants (see r., below).<br><br>In addition, we have the right, but not an obligation, subject to applicable law, to require the transfer to us or our designee of all customers agreements, including but not limited to management agreements and lease agreements. You must cooperate with us and take all actions necessary to ensure that all customer agreements that we designate are transferred, within 30 days of our notice, to us or, at our election, another REAL PROPERTY MANAGEMENT franchisee or a third-party broker, as designated by us. |

| Provision | Section in Franchise Agreement (unless otherwise specified) | Summary |
|---|---|---|
| j. Assignment of contract by us | 10(G) | We may assign your Franchise Agreement to any 3rd party without prior notice to you and without your consent. |
| k. "Transfer" by you – defined | 10(A) | Includes any sale, lease, pledge, management agreement, contract for deed, option agreement, bequest, gift, any arrangement in which you turn over all or part of the operation of the Business to someone who shares in the losses or profits of the Business other than an employee; any 20% or more change in the direct or indirect ownership of the franchisee entity; or any change in the general partner of a franchisee that is a partnership entity. |
| l. Franchisor approval of transfer by Franchisee | 10(B) | We have the right to approve all transfers but will not unreasonably withhold approval. |
| m. Conditions for Franchisor approval of transfer | 10(B) – (D) | You are not in default; you have paid in full all amounts owed to us, our affiliates, or your suppliers, or upon which we have contingent liability; you have provided all required reports; the new franchisee qualifies; training for new franchisee is arranged; you, owners and guarantors sign release; transfer fee paid; current franchise agreement signed by new franchisee; new franchisee agrees to be bound by all customer obligations of Franchisee, including all warranty work and service plans obligations (also see r, below). |
| n. Franchisor's right of first refusal to acquire the Business | 10(F) | We may buy your franchise at the same price and on the same terms as those of a third-party offer. |
| o. Franchisor's option to purchase the Business | 13(C) | Upon termination of your Franchise Agreement, we have the right to purchase the assets of the Business at fair market value as determined by an appraiser. |
| p. Death or disability of Franchisee | 10(E) | Your personal representative must, within 120 days, tender the right of first refusal, apply for our consent to the transfer, pay the transfer fee and satisfy the transfer conditions (provided that no right of first refusal or transfer fee is applicable if the transferee is your spouse or child). |

| Provision | Section in Franchise Agreement (unless otherwise specified) | Summary |
|---|---|---|
| q. Non-competition covenants during the term of the Franchise Agreement | 9(D) | You (including your guarantors and owners, if you are an entity, or your spouse, children, parents, or siblings, if you are an individual) cannot be involved in a Competitive Business, subject to applicable state law.<br>A "Competitive Business" is any business that offers or sells any product or service or component thereof that (i) composes a part of our System, (ii) is the same as or similar to any product or service then-offered by our franchisees or (iii) otherwise competes directly or indirectly with our System. |
| r. Non-competition covenants after the Franchise Agreement is terminated or expires | 9(D) | For 2 years, no Competitive Business in your Territory, within a 25-mile radius of the outer boundary of your Territory, or inside the territory of another REAL PROPERTY MANAGEMENT business, subject to applicable state law. |
| s. Modification of the Franchise Agreement | 14(B) | No modification of the Franchise Agreement except by written agreement of both parties. |
| t. Integration/merger clause | 14(B) | Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document. |
| u. Dispute resolution by arbitration or mediation | 11 | Most disputes must be initially mediated. If a dispute is not resolved through the mediation process described in the Franchise Agreement, most disputes must be settled by litigation, subject to state law. Only if a court invalidates a jury waiver or a class action waiver will the dispute be resolved through arbitration, subject to state law. |
| v. Choice of venue | 14(H) | Unless state law supersedes this provision, venue for mediation, arbitration, and litigation is in McLennan County, Texas. |
| w. Choice of law | 14(G)(1) | Texas law applies unless state law supersedes this provision. |

SEE THE ATTACHED STATE ADDENDA FOR ADDITIONAL DISCLOSURES.

## ITEM 18

## PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

## ITEM 19

## FINANCIAL PERFORMANCE REPRESENTATION

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 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, there were 450 Real Property Management franchises. This Item 19 includes data from 421 franchised businesses, which were all in operation and reporting sales for the entire calendar year 2025. The information provided in this Item 19 does not include data from 31 new franchised businesses that opened during the calendar year 2025 and therefore were not in operation for the entire reporting period.

28 franchised businesses closed during the 2025 calendar year. 26 of them did not report data to us for the entire reporting period and therefore their data is also excluded from this Item 19. 2 of the franchised businesses that closed during the 2025 calendar year closed in December and had sufficient data to include in the reporting period. Of the 28 franchised businesses that closed during calendar year 2025, none of the businesses closed after being open for less than 12 months.

"Annual Revenue" as used in the following charts means the sum of the Non-Maintenance Gross Sales and Maintenance Revenues for each franchisee during the fiscal year ended December 31, 2025. Also, because these are Annual Revenue results only, no costs or expenses are taken into account.

Non-Maintenance Gross Sales include the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with a Real Property Management business whether under any of the Marks or otherwise, including, without limitation, all proceeds from any business interruption insurance, minus Maintenance Revenues. Non-Maintenance Gross Sales exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing.

Maintenance Revenues include all gross revenue derived from repairs and maintenance services to real property or equipment, such as, but not limited to, painting, lawn care, preventative maintenance, cleaning, plumbing, and general repairs to real property or equipment, whether such gross revenue is generated by (i) Franchisee; (ii) any business entity that controls, is controlled by, or is under common control with Franchisee; or (iii) any person or family member of any person with an ownership interest in

Franchisee. Pass-through expenses, such as costs of outside vendors, may not be deducted from Maintenance Revenues without prior approval from us, and must be accounted for through your trust account. Maintenance Revenues exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing.

Please note that as of the date of this Disclosure Document, we have transitioned to a new revenue reporting structure that is based on "Real Revenue" (as outlined in Item 6). "Real Revenue" is defined as the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Business whether under any of the Marks or otherwise, including, without limitation, all proceeds from any business interruption insurance, whether such revenue is generated by (i) Franchisee; (ii) any business entity that controls, is controlled by, or is under common control with Franchisee; or (iii) any person or family member of any person with an ownership interest in Franchisee, minus Pass-through Expenses. Real Revenue excludes sales taxes collected from Customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. "Pass-Through Expenses" means all costs paid in connection with repairs and maintenance services to real property or equipment, such as, but not limited to, painting, lawn care, preventative maintenance, cleaning, plumbing, and general repairs to real property or equipment from outside vendors. Real Revenue is substantially similar to the term Annual Revenue used in this Item 19 except that franchisees will be permitted to deduct Pass-Through Expenses under Real Revenue but are, generally, not permitted to do so under the old structure disclosed in this Item 19. As a result, Real Revenue may be less than Annual Revenue.

Monthly reports from franchise owners provide our only visibility into the financial results of the individual franchise owners' operations. Neither we or our independent certified public accountants have audited or independently verified any of the data submitted by franchisees. Franchisees are not required to use generally accepted accounting principles when reporting these figures.

All calculations are based on financial and unit data for the year ended December 31, 2025. This report does not include information about previous periods or any future periods.

**2025 Annual Number of Property Units under Management and Annual Revenue Per Unit**

The following three charts represent the average and median number of property units and average and median revenue per unit being managed by Real Property Management franchised businesses ("Franchises"). The data is broken down according to the age of the franchised business, based upon the year the franchised business was opened. The average and median annual revenue per unit data was drawn from the franchisee reports described above. No adjustments, including adjustments for geographic location, have been made to these reported sales.

| | |
|---|---|
| **Total Reporting Franchises More than 1 Year and Less than 3 Years Old** | *81* |
| *Average Number of Units Managed per Franchise* | *101* |
| *Median Number of Units Managed per Franchise* | *57* |
| *Average Annual Revenue per Unit* | *$5,377* |
| *Median Annual Revenue per Unit* | *$5,075* |

1 There are 81 reporting franchises included in this analysis. The actual range of the Annual Revenue per Unit in 2025 was $742.14 to $19,257.03.

2 36 franchises (44%) achieved or exceeded the reported Average Annual Revenue per Unit.
3 42 franchises (52%) achieved or exceeded the reported Median Annual Revenue per Unit.
4 Average Source of Revenue breakdown:

- Property Owners (property owners who pay franchisees fees to manage the property): (50%)
- Property Residents (tenants who pay franchisees for background checks, application fees, lease renewal fees, lease renewal fees, resident benefits packages, setup fees, etc.): (10%)
- Property Maintenance (maintenance done on the property): (37%).

| | |
|---|---|
| **Total Reporting Franchises Over 3 Years Old** | *340* |
| *Average Number of Units Managed per Franchise* | *312* |
| *Median Number of Units Managed per Franchise* | *155* |
| *Average Annual Revenue per Unit* | *$4,441* |
| *Median Annual Revenue per Unit* | *$4,397* |

1 There are 340 reporting franchises included in this analysis. The actual range of the Annual Revenue per Unit in 2025 was $405.99 to $12,691.54.
2 156 franchises (44%) achieved or exceeded the reported Average Annual Revenue per Unit.
3 161 franchises (47%) achieved or exceeded the reported Median Annual Revenue per Unit.
4 Average Source of Revenue breakdown: Property Owners (47%); Property Residents (9%); Property Maintenance (43%).

| | |
|---|---|
| **Total Reporting Franchises Overall** | *421* |
| *Average Number of Units Managed per Franchise* | *260* |
| *Median Number of Units Managed per Franchise* | *123* |
| *Average Annual Revenue per Unit* | *$4,552* |
| *Median Annual Revenue per Unit* | *$4,256* |

1 There are 420 reporting franchises included in this analysis. The actual range of the Annual Revenue per Unit in 2025 was $405.99 to $19,257.03.
2 191 franchises (45%) achieved or exceeded the reported Average Annual Revenue per Unit.
3 220 franchises (52%) achieved or exceeded the reported Median Annual Revenue per Unit.
4 Average Source of Revenue breakdown: Property Owners (48%); Property Residents (10%); Property Maintenance (39%).

**Average and Median Monthly Rent**

The below table shows the average and median monthly rent charged per unit by the 420 reporting franchises in 2025:

| | |
|---|---|
| **Total Reporting Franchises Overall** | *420* |
| *Average Rent* | *$1,541* |
| *Median Rent* | *$1,496* |

**Calculated as Total rent charged on leases/active units managed (including vacancies). Local market rental rates may vary.*

1 The actual range of the rent was $478.07 to $3,268.90

2 191/46% of franchises charged the Average Rent or greater.

3 One additional reporting franchise was excluded because they were utilizing a legacy property management software that did not report this metric.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

We will make available to you, on reasonable request, written substantiation of the data used in preparing the information in this Item.

Other than the preceding financial performance representation, we do 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 actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Jeffrey Pepperney, 1010 North University Parks Drive, Waco, Texas 76707, (254) 745-2404, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20

## OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**
**Systemwide Outlet[1] Summary for Years 2023 to 2025**

| Outlet Type | Year | Outlets at Start of Year | Outlets at End of Year | Net Change |
|---|---|---|---|---|
| **Franchised** | 2023 | 389 | 422 | +33 |
| | 2024 | 422 | 447 | +25 |
| | 2025 | 447 | 450 | +3 |
| **Company-Owned** | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 |
| **Total Outlets** | 2023 | 389 | 422 | +33 |
| | 2024 | 422 | 447 | +25 |
| | 2025 | 447 | 450 | +3 |

[1] Included in "outlets" are all franchised businesses that have opened an operating location. Neither sale of a new territory to an existing franchisee where a separate operating location will not be opened nor execution of a franchise agreement for a new location where the location is not yet open are included.

**Table No. 2**

**Transfers[1] of Outlets from Franchisees to New Owners**
**(Other than the Franchisor or an Affiliate)**
**For Years 2023 to 2025**

[1] Transfer" means the acquisition of a controlling interest in a franchised outlet, during its term, by a person other than the Franchisor or an affiliate. Sale of territory only, not including a franchised outlet, from one franchisee to another franchisee is not included in transfers.

| State | Year | Number of Transfers |
|---|---|---|
| **Alabama** | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| **California** | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 2 |
| **Georgia** | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 2 |
| **Idaho** | 2023 | 1 |
| | 2024 | 1 |
| | 2025 | 0 |
| **Indiana** | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 0 |
| **Kansas** | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 0 |
| **Kentucky** | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 0 |
| **Massachusetts** | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |

| State | Year | Number of Transfers |
|---|---|---|
| **Michigan** | 2023 | 1 |
| | 2024 | 1 |
| | 2025 | 0 |
| **New Mexico** | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| **New York** | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 2 |
| **North Carolina** | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 1 |
| **Oklahoma** | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| **Oregon** | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| **South Carolina** | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| **Texas** | 2023 | 2 |
| | 2024 | 1 |
| | 2025 | 2 |
| **Utah** | 2023 | 1 |
| | 2024 | 5 |
| | 2025 | 0 |
| **Virginia** | 2023 | 1 |
| | 2024 | 2 |
| | 2025 | 1 |
| **Washington** | 2023 | 2 |
| | 2024 | 0 |
| | 2025 | 1 |
| **Wisconsin** | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| **TOTAL** | **2023** | **14** |
| | **2024** | **14** |
| | **2025** | **13** |

**Table No. 3**

**Status of Franchised Outlets for Years 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened [1] | Terminations[2] | Non-Renewals | Reacquired by Franchisor[3] | Ceased Operation For Other Reason[4] | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| **Alabama** | 2023 | 4 | 0 | 2 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| **Alaska** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Arizona** | 2023 | 13 | 2 | 0 | 0 | 0 | 0 | 15 |
| | 2024 | 15 | 2 | 0 | 0 | 0 | 0 | 17 |
| | 2025 | 17 | 0 | 1 | 0 | 0 | 0 | 16 |
| **Arkansas** | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2025 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| **California** | 2023 | 49 | 1 | 1 | 1[A] | 0 | 0 | 48 |
| | 2024 | 48 | 2 | 2 | 0 | 0 | 0 | 48 |
| | 2025 | 48 | 5 | 4 | 6 | 0 | 0 | 43 |
| **Colorado** | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 1 | 0 | 0 | 0 | 7 |
| **Connecticut** | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| **Delaware** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **District Of Columbia** | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| **Florida** | 2023 | 42 | 9 | 0 | 0 | 0 | 0 | 51 |
| | 2024 | 51 | 2 | 0 | 0 | 0 | 0 | 53 |
| | 2025 | 53 | 2 | 5 | 0 | 0 | 0 | 50 |
| **Georgia** | 2023 | 13 | 4 | 0 | 0 | 0 | 0 | 17 |
| | 2024 | 17 | 1 | 0 | 0 | 0 | 0 | 18 |
| | 2025 | 18 | 2 | 2 | 0 | 0 | 0 | 18 |

| State | Year | Outlets at Start of Year | Outlets Opened [1] | Terminations[2] | Non-Renewals | Reacquired by Franchisor[3] | Ceased Operation For Other Reason[4] | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| **Hawaii** | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| **Idaho** | 2023 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| **Illinois** | 2023 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2024 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2025 | 16 | 2 | 0 | 0 | 0 | 0 | 18 |
| **Indiana** | 2023 | 6 | 1 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 2 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 3 | 0 | 0 | 0 | 0 | 8 |
| **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 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| **Kentucky** | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| **Louisiana** | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| **Maine** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 1 | 1 |
| **Maryland** | 2023 | 10 | 1 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2025 | 11 | 1 | 0 | 0 | 0 | 0 | 12 |
| **Massachusetts** | 2023 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| **Michigan** | 2023 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 3 | 3 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 0 | 0 | 0 | | 0 | 10 |

| State | Year | Outlets at Start of Year | Outlets Opened [1] | Terminations[2] | Non-Renewals | Reacquired by Franchisor[3] | Ceased Operation For Other Reason[4] | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| **Minnesota** | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| **Mississippi** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Missouri** | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 0 | 1 | 7 |
| **Montana** | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| **Nebraska** | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| **Nevada** | 2023 | 3 | 0 | 1 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| **New Hampshire** | 2023 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| **New Jersey** | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 1 | 0 | 0 | 4 |
| **New Mexico** | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| **New York** | 2023 | 9 | 2 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 1 | 2 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| **North Carolina** | 2023 | 12 | 1 | 0 | 0 | 0 | 0 | 13 |
| | 2024 | 13 | 6 | 0 | 0 | 0 | 0 | 19 |
| | 2025 | 19 | 0 | 1 | 0 | 0 | 0 | 18 |
| **North Dakota** | 2023 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |

| State | Year | Outlets at Start of Year | Outlets Opened [1] | Terminations[2] | Non-Renewals | Reacquired by Franchisor[3] | Ceased Operation For Other Reason[4] | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| **Ohio** | 2023 | 5 | 2 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 1 | 0 | 0 | 0 | 1 | 7 |
| | 2025 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| **Oklahoma** | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| **Oregon** | 2023 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 2 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 1 | 0 | 0 | 0 | 7 |
| **Pennsylvania** | 2023 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 2 | 0 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 1 | 1 | 0 | 0 | 0 | 10 |
| **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 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 2 | 0 | 0 | 0 | 0 | 6 |
| **South Dakota** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Tennessee** | 2023 | 6 | 3 | 0 | 0 | 0 | 0 | 9 |
| | 2024 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 1 | 1 | 0 | 0 | 0 | 10 |
| **Texas** | 2023 | 40 | 7 | 0 | 0 | 0 | 0 | 47 |
| | 2024 | 47 | 5 | 1 | 0 | 0 | 0 | 51 |
| | 2025 | 51 | 3 | 1 | 0 | 0 | 0 | 53 |
| **Utah** | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 2 | 0 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| **Vermont** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Virginia** | 2023 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| | 2024 | 19 | 1 | 0 | 0 | 0 | 0 | 20 |
| | 2025 | 20 | 4 | 0 | 0 | 0 | 0 | 24 |

| State | Year | Outlets at Start of Year | Outlets Opened [1] | Terminations[2] | Non-Renewals | Reacquired by Franchisor[3] | Ceased Operation For Other Reason[4] | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| **Washington** | 2023 | 12 | 1 | 1 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2025 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| **West Virginia** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Wisconsin** | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| **Wyoming** | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **Total** | **2023** | **389** | **39** | **5** | **1[A]** | **0** | **0** | **422** |
| | **2024** | **422** | **37** | **11** | **0** | **0** | **1** | **447** |
| | **2025** | **447** | **31** | **19** | **7** | **0** | **2** | **450** |

[A] California unit operated by Keith Borges, Jr. and Andrea Borges ceased operations as a Real Property Management franchise in 2023. However, the parties did not reach an agreement regarding non-renewal until 2024, and the non-renewal was retroactively made effective as of 2023. As a result, this unit has been removed from California in 2023 and all other affected totals have been adjusted accordingly.

[1] "Outlets opened" does not include outlets for which a franchise agreement was signed but the outlet was not open as of the end of our last fiscal year. Included in "Outlets Opened" are outlets that were opened after a new franchisee purchased the franchised business from an existing owner and the previous owner's franchise agreement was terminated.

[2] "Termination" means the franchisor's termination of a franchise agreement prior to the end of its term and without paying any money or other compensation to the franchisee. Mutual terminations, where both the Franchisor and franchisee agree to end the franchise relationship are also included in terminations listed above.

[3] For purposes of these tables, a "reacquisition" means the Franchisor's acquisition of a franchised outlet during its term in exchange for a payment of money or other compensation. The franchisor's purchase of a territory or a portion of a territory not including an operating outlet is not included in the "reacquisitions" listed above.

[4] "Ceased operations – other reasons" includes abandonment of the franchise outlet after an existing outlet was opened. If no outlet was opened and there was no termination of the franchise agreement, the "abandonment" would not be included in the "ceased operations" column. Also included in this column are franchise outlets that have been sold and/or transferred to an existing franchisee or a franchisee in another state. Also included in Ceased operations – other reasons" are outlets where the franchise agreement was terminated and the territory was added to an existing franchise outlet.

**Table No. 4**
**Status of Company-Owned Outlets**
**For Years 2023 to 2025**

| State | Year | Outlets At Start of Year | Outlets Opened | Outlets Re-acquired From Franchisee | Outlets Closed | Outlets Sold to Franchisees | Outlets At End Of Year |
|---|---|---|---|---|---|---|---|
| All States | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |

**Table No. 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 |
|---|---|---|---|
| Arizona | 0 | 1 | 0 |
| California | 1 | 0 | 0 |
| Connecticut | 1 | 0 | |
| Delaware | 1 | 0 | 0 |
| Florida | 1 | 1 | 0 |
| Georgia | 0 | 1 | 0 |
| Idaho | 0 | 1 | 0 |
| Indiana | 0 | 1 | 0 |
| Kansas | 0 | 1 | 0 |
| Kentucky | 0 | 1 | 0 |
| Louisiana | 0 | 1 | 0 |
| Maine | 0 | 1 | 0 |
| Maryland | 1 | 0 | 0 |
| Massachusetts | 0 | 1 | 0 |
| Michigan | 0 | 1 | 0 |
| Minnesota | 0 | 1 | 0 |
| Mississippi | 0 | 1 | 0 |
| Missouri | 0 | 1 | 0 |
| Nebraska | 0 | 1 | 0 |
| Nevada | 0 | 1 | |

| 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 |
|---|---|---|---|
| New Hampshire | 0 | 1 | 0 |
| New Jersey | 1 | 2 | 0 |
| Ohio | 1 | 1 | 0 |
| Oklahoma | 0 | 1 | 0 |
| Oregon | 0 | 1 | |
| Pennsylvania | 0 | 1 | 0 |
| Rhode Island | 0 | 1 | |
| South Carolina | 2 | 1 | 0 |
| Tennessee | 0 | 1 | 0 |
| Texas | 2 | 2 | 0 |
| Wisconsin | 0 | 1 | 0 |
| **Totals** | **11** | **29** | **0** |

Exhibit E-1 contains the names of current franchisees and area developers and the addresses and telephone numbers of their outlets as of December 31, 2025.

Exhibit E-2 contains the names, address and telephone number of current franchisees that have not opened as of December 31, 2025.

Exhibit F contains the name, city and state and the current business telephone number (or, if unknown the last known home telephone number) of franchisees who had an outlet terminated, cancelled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during our most recently completed fiscal year franchisees transferred, franchisees who left the system for other reasons or who have not communicated with us in the 10 weeks prior to the issuance date of this disclosure document. If you buy this franchise your contact information may be disclosed to other buyers when you leave the franchise system.

During our last three fiscal years some current or former franchisees signed confidentiality clauses. In some instances, current and former franchisees 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.

We have established a Franchise Advisory Council (FAC) consisting of 12 franchisee representatives. Generally a new chairperson is elected each year. The FAC members can be reached at our business address and phone number listed on the cover page of this disclosure document.

## ITEM 21

## FINANCIAL STATEMENTS

Included as Exhibit C are the following audited combined financial statements of Neighborly Assetco LLC, our direct parent: (a) audited combined financial statements as of and for the year ended

December 31, 2023, (b) audited combined financial statements as of and for the year ended December 31, 2024, and (c) audited combined financial statements as of and for the year ended December 31, 2025.

Neighborly Assetco LLC guarantees our performance under the Franchise Agreement. A copy of the Parent guaranty is included in Exhibit D.

As reflected in Item 1, Manager (i.e., Neighborly Company) will be providing required support and services to franchisees under a management agreement with us. Attached in Exhibit C are the audited consolidated financial statements of Manager (a) as of and for the year ended December 31, 2025, (b) as of and for the year ended December 31, 2024 and (c) as of and for the year ended December 31, 2023.These financial statements are being provided for disclosure purposes only. Manager is not a party to the Franchise Agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement we sign with franchisees.

## ITEM 22

## CONTRACTS

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

EXHIBIT A - Franchise Agreement and Schedules:
- Schedule A. Data Sheet
- Schedule B. ACH Form
- Schedule C. Personal Guarantee
- Schedule D. Acknowledgement Addendum
- Schedule E. Telephone Number and Internet Agreement
- Schedule F. Confidentiality Agreement
- Schedule G. Promissory Note and Security Agreement
- Schedule H. Brokerage Agreement
- Schedule I. Roll-In Addendum
- Schedule J. State Addendum

EXHIBIT G Renewal Addendum
EXHIBIT G-1 Renewal Addendum with Termination of Original Franchise Agreement and Release (For Gross Revenue Calculation Legacy Franchisees)
EXHIBIT G-2 Renewal Addendum with Termination of Original Franchise Agreement and Release (For Net Maintenance Revenue Calculation Legacy Franchisees)EXHIBIT H General Release [sample]
EXHIBIT I BackOffice Bookkeeping Assistance Program Service Agreement
EXHIBIT J BackOffice HelpDesk Plus Service Agreement
EXHIBIT K BackOffice Quarterly Bank Review Service Agreement
EXHIBIT L Property Management Software Agreement
EXHIBIT M Software System User & Maintenance Agreement
EXHIBIT N Assignment and Consent Agreement
EXHIBIT O ProTradeNet Agreement
EXHIBIT P Acquisition Addendum
EXHIBIT Q Digital Marketing Program Agreement
EXHIBIT R State Addenda and Riders to Franchise Agreement

We provide no other contracts or agreements for your signature at this time.

## ITEM 23

## RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this disclosure document.

**[The remainder of this page is intentionally left blank.]**

# EXHIBIT A

# REAL PROPERTY MANAGEMENT

# FRANCHISE AGREEMENT

RECEIPT FOR FRANCHISE AGREEMENT

The undersigned hereby acknowledges and agrees that on the date below, they received a FRANCHISE AGREEMENT for a REAL PROPERTY MANAGEMENT franchised business including all applicable exhibits with all information completed in a form ready to execute.

| | |
|---|---|
| _____ | _____ |
| Date | Signature |
| _____ | _____ |
| Date | Signature |

# REAL PROPERTY MANAGEMENT FRANCHISE AGREEMENT

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REAL PROPERTY MANAGEMENT FRANCHISE AGREEMENT


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SCHEDULES


| | |
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| Schedule F | Confidentiality Agreement |
| Schedule G | Promissory Note and Security Agreement |
| Schedule H | Brokerage Agreement |
| Schedule I | Roll-In Addendum |
| Schedule J | State Addendum |

# FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is made as of the Effective Date by and between Real Property Management SPV LLC, a Delaware limited liability company, having its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707 ("we", "us" or "Franchisor"), and the person or entity (the "Franchisee" or "you") identified as Franchisee on the Data Sheet attached as Schedule A (together with addenda attached thereto, the "Data Sheet"). If the Franchisee is a corporation, partnership, limited liability company or other legal entity, the provisions of this Agreement also apply to its owners.

## RECITALS

A. We have developed a system for establishing and operating businesses identified by the Marks (as defined below) service mark and engaged in providing property management services, including but not limited to maintenance and repair management services, tenant placement, and rent collection, and performing related services and selling related products pursuant to certain standards and specifications (each, a "REAL PROPERTY MANAGEMENT Business").

B. We own the REAL PROPERTY MANAGEMENT service mark and other marks, as well as other Intellectual Property (as defined below) used in connection with the operation of a REAL PROPERTY MANAGEMENT Business.

C. You desire to develop and operate a REAL PROPERTY MANAGEMENT Business, and we have agreed to grant you a franchise to operate a REAL PROPERTY MANAGEMENT Business subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the promises and consideration below, you and we agree as follows:

## DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions (other terms are defined in the body of this Agreement):

A. "BackOffice HelpDesk Plus Program" means a training and service program provided by our affiliate BackOffice, Inc., including bank reconciliation, trust balancing and License Fee/ submissions services as well as technical support in your use of the AppFolio software.

B. "Bookkeeping Assistance Program" means a required training program provided by our affiliate BackOffice, Inc., designed to assist you with various bookkeeping entry tasks for at least the first 12 months of operation or until you reach at least 100 units under management.

C. "Business" means the REAL PROPERTY MANAGEMENT Business you develop and operate pursuant to this Agreement.

D. "Confidential Information" means any proprietary and non-public information, data, Intellectual Property, materials and know-how relating to the development or operation of REAL PROPERTY MANAGEMENT Businesses, whether contained in the Operations Manual or otherwise, including, but not limited to: (1) training programs and materials; (2) databases of Customers and potential customers, including Customer Information; (3) sales and marketing programs and techniques for REAL PROPERTY MANAGEMENT Businesses; (4) knowledge of

operating systems of REAL PROPERTY MANAGEMENT Businesses; and (5) computer systems, technology and software programs.

E. "Customer" means any person or entity (1) included on any marketing or customer lists you develop or use, including any such list provided by us to you; (2) who has purchased or purchases products or services from you during the term (even if you have solicited the person and/or established a relationship independent of us and without our assistance) or whom you have solicited to purchase any products or services; (3) for whom you provide products or services on our behalf or at our direction; and (4) if any of the foregoing is an entity, all employees of such entity.

F. "Customer Information" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any Customer, including any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

G. "Effective Date" means the date designated as Effective Date on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement.

H. "Franchise Location" is the premises that are located within the Territory, that meet our site selection guidelines and criteria and from which you will operate your Business.

I. "Real Revenue" includes total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Business whether under any of the Marks or otherwise, including, without limitation, all proceeds from any business interruption insurance, whether such revenue is generated by (i) Franchisee; (ii) any business entity that controls, is controlled by, or is under common control with Franchisee; or (iii) any person or family member of any person with an ownership interest in Franchisee, minus "Pass-Through Expenses" (as defined below). Real Revenue excludes sales taxes collected from Customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing.

J. "Intellectual Property" means patents, rights to inventions, copyright and related rights, the Marks, business names, domain names, social media accounts and identifiers (and all related content and programming, and related security codes and passwords), rights in goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world relating to the REAL PROPERTY MANAGEMENT Business and the System, owned by us and acquired by us from time to time.

K. "Internet" means all communications between computers and television, telephone, facsimile and any other communication or communication capable devices and another such device or machine, including the World Wide Web, proprietary online services, social media platforms, blogs, E-mail, news groups and electronic bulletin boards and forums.

L. "Marks" means the "REAL PROPERTY MANAGEMENT" service mark and logo, and such other trade names, trademarks, service marks, trade dress logos and commercial symbols as we may from time to time expressly authorize or direct you, in writing to use in connection with the operation of the Business.

M. "National Accounts" means large private, quasi-governmental, or other customers of Real Property Management Businesses located within and/or outside the Territory with whom we have entered or plan to enter into contracts, programs or other arrangements (i) for servicing of multiple locations of such customers and/or (ii) that we determine are designed to benefit the System as a whole by gaining otherwise unavailable business or addressing the concerns of such customers that may require specific terms or provisions of our arrangement with them, including without limitation special insurance, experience, equipment, pricing, payment terms, turnaround requirements, or approvals.

N. "Operations Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for operating REAL PROPERTY MANAGEMENT Businesses, all of which we may change from time to time. The term "Operations Manual" includes all means of communicating such information, regardless of format.

O. "Pass-Through Expenses" means all costs paid in connection with repairs and maintenance services to real property or equipment that arise, directly or indirectly, from the operation of or in connection with your Business, such as, but not limited to, painting, lawn care, preventative maintenance, cleaning, plumbing, and general repairs to real property or equipment provided by outside vendors and the wages, payroll taxes, employee benefits and other direct payroll costs attributable to in-house maintenance personnel performing such services. Pass-Through Expenses shall not include overhead, administrative expenses, management fees, profit markups, or costs unrelated to the repair and maintenance services.

P. "Principal Owner" means any person or entity who, now or hereafter, directly or indirectly, owns a 5% or greater interest in the franchisee when the franchisee is a corporation, limited liability company, partnership, or other entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns less than a 5% interest in the franchisee, we have the right to designate that person or entity as a Principal Owner for all purposes under this Agreement. In addition, if the franchisee is a partnership entity, then each person or entity who, now or hereafter is or becomes a general partner is a Principal Owner, regardless of the percentage ownership interest. If the franchisee is one or more individuals, each individual is a Principal Owner of the franchisee. Each franchisee must have at least one Principal Owner. Your Principal Owner(s) are identified in the Data Sheet in Schedule A to this Agreement. As used in this Agreement, any reference to Principal Owner includes all Principal Owners.

Q. "System" means our operating systems, marketing systems, business techniques and methods, processes, policies and procedures for selling and performing real property management services that include, but are not limited to, tenant screening and placement, leasing, rent and fee collection, maintenance, evictions, accounting, and marketing and advertising, for single and multi-family residential properties, commercial properties, Real Estate Owned (REO) properties, vacation rentals and common interest communities; and, items of trade dress and sales, leadership and management training for the development and operation of REAL PROPERTY

MANAGEMENT Businesses, including all training materials; all as the same may exist today or as the same may change from time to time, as specified in the Operations Manual or as otherwise reasonably directed by us from time to time.

R. "Territory" means the area designated on the Data Sheet. If the Territory is not designated at the time you and we sign this Agreement, we will notify you of the Territory within 30 days of the Effective Date. To the extent any portion of the Territory includes an area designated as an Indian Reserve, a governmental territory or other territory that may have separate or additional laws, regulations or other requirements for performing work in such territory, Franchisee is granted such territory only to the extent and for so long as Franchisee is qualified under such separate or additional requirements to perform work in such territory; knowledge of and compliance with such requirements being the sole responsibility of Franchisee.

S. "Trust Account" means the trust account that you are required to obtain and maintain in accordance with applicable federal, state and local laws, regulations, codes and ordinances.

## GRANT OF LICENSE

2. The following provisions control with respect to the license granted hereunder:

A. Rights Granted. Subject to the terms and conditions of this Agreement, we hereby grant you the non-exclusive right and license to engage in and conduct, in the Territory, during the term of this Agreement, a REAL PROPERTY MANAGEMENT Business identified by the Marks.

You hereby accept said license and undertake the obligation to operate your Business faithfully, honestly and diligently, using the System and in compliance with this Agreement and our standards and requirements. You may not subfranchise, sublicense, assign or transfer your rights under this Agreement, except as specifically provided in this Agreement. You undertake the obligation to develop and service Customers throughout the Territory.

B. Rights to Territory. During the term of this Agreement and provided that you are in compliance with the terms and conditions of this Agreement, we will not (i) modify the Territory without your written permission, subject to your compliance with the Minimum Performance Standards set forth in Section 5.S, or (ii) subject to our reservation of rights set forth in Section 2.C, establish more than one (1) additional company- or affiliate-owned or franchised REAL PROPERTY MANAGEMENT Business for every one hundred thousand (100,000) persons in your Territory. Population demographics is determined by reference to the most recent figures available from the U.S. Census Bureau or similar third party source.

You may not advertise or solicit customers, perform services or sell products related to the Business outside the Territory without our prior written consent, which consent we may give, condition or withdraw as we deem appropriate. If you receive a request for services or products from outside the Territory, you must refer that request to the franchisee, if any, that owns the applicable territory, or seek our written permission to process such a request. If you advertise, or otherwise solicit customers, perform services or sell products related to the Business outside the Territory without our prior written consent, we may charge you a $500 fine per violation.

If we give you written permission to advertise, solicit, service or sell in areas outside the Territory that are not serviced by another franchisee (each, a "Territory Available for Sale" or "TAFS"), you must comply with all of the conditions and other requirements that we may from

time to time specify (in the Operations Manual or otherwise in writing) with respect to such activities, including any requirement to terminate or transfer any such activities to any new franchisee that may subsequently acquire rights to such TAFS, as from time to time specified by us (in the Operations Manual or otherwise in writing).

C. Our Reservation of Rights. Except as expressly limited by Section 2.B, we and our affiliates may engage in any activity whatsoever on any terms and conditions we deem advisable whenever and wherever we or they desire. We and our affiliates retain all rights whatsoever not expressly granted herein, including, but not limited to:

(i) the right to establish and operate, and to grant to others the right to establish and operate similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Territory (A) under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate or (B) under the Marks, but if inside the Territory, then only pursuant to our rights under Section 2.B(ii) above or pursuant to programs set forth in the Operations Manual;

(ii) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those provided at the Franchise Location hereunder, whether identified by the Marks or other trademarks or service marks, through dissimilar channels of distribution (including internet or similar electronic media) both inside and outside the Territory and on any terms and conditions we deem appropriate;

(iii) the right to establish and operate, and to grant to others the right to establish and operate businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate;

(iv) the right to establish and operate, and to grant others the right to establish and operate a REAL PROPERTY MANAGEMENT Business located anywhere both, inside the Territory as provided in Section 2.B(ii) above, and outside the Territory, under any terms and conditions we deem appropriate and regardless of their proximity to the Franchise Location or their actual or threatened impact on sales at the Franchise Location;

(v) (a) the right, directly or through an authorized third party (including, another franchisee), to advertise, solicit, enter into contracts with and service National Accounts in any area, including in the Territory, upon such terms as we negotiate from time to time; or (b) further, if (i) you refuse or, in our sole judgment, are not qualified, interested or available to perform services or otherwise cannot or do not perform services for any customer located within the Territory, including a National Account, (ii) you request assistance in the performance of services to a customer, or (iii) a customer, orally or in writing, specifically requests services within the Territory from a different franchisee or another third party, we have the right to authorize another franchisee (or designate or authorize a corporate employee or any other third party) to perform services for or sell products to the applicable customers inside the Territory. We also reserve the right to establish policies and procedures regarding protected leads and customer accounts, pursuant to which we may allow other franchisees to identify and protect a certain number of leads they are actively working or clients with whom they are actively engaged in your Territory. We will notify you in writing if we establish such policies and procedures and if

a customer lead or account is designated as a protected account of another franchisee in your Territory. You agree that you will not be entitled to any compensation for sales or services performed inside the Territory by someone other than you as contemplated under this paragraph;

(vi) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at the Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Territory); and

(vii) the right to be acquired (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided at the Business, or by another business, even if such business operates, franchises and/or licenses a business(es) that competes with you in the Territory.

TRADEMARK STANDARDS AND REQUIREMENTS

3. We hereby grant you the right to use the Marks in connection with the operation of the Business hereunder, subject to the following terms and conditions:

A. Mark Ownership. The Marks are our and/or our affiliates' valuable property, and we and/or our affiliate(s) are the sole and exclusive owner of all right, title and interest in and to the Marks and all past, present or future goodwill of the Business and of the business conducted that is associated with or attributable to the Marks. Your use of the Marks will inure to our benefit. You may not, during or after the term of this Agreement, engage, directly or indirectly, in any conduct that would infringe upon, harm, contest or otherwise interfere with our or our affiliates' rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media. You agree that you will not grant or attempt to grant a security interest in or otherwise encumber, the Marks or record any such security interest or encumbrance against any application or registration regarding the Marks in the United States Patent and Trademark Office or elsewhere.

B. Use of Marks. You may not use, or permit the use of, any trademarks, trade names, logos, service marks or any other names or marks in connection with the Business except those we authorize or direct in writing. You may use the Marks only in the form and manner we prescribe in writing and only in connection with the products and services that we specify and that meet our standards and requirements with respect to quality, production, installation and sale. You must strictly comply with all trademark, trade name and service mark notice marking requirements and other brand usage guidelines that we may provide from time to time.

C. Business Identification. You must use the name REAL PROPERTY MANAGEMENT and the descriptor we designate for you as the trade name of the Business (e.g., Real Property Management Lone Star), and you must obtain and maintain corresponding fictitious or assumed name registration as required under applicable laws in the jurisdiction in which your Business is located and provide us with evidence of the same prior to opening for business. You may not use the words "REAL PROPERTY MANAGEMENT" or any other Mark as part of the name of your corporation, partnership, limited liability company or other business entity. You may not use any other mark or words to identify the Business without our prior written consent. You may not change your legal entity name, trade name, or fictitious or assumed name without our prior written

consent. You may use the Marks on various materials associated with the Business, such as business cards, stationery and checks; provided that you (i) accurately depict the Marks on the materials as we direct, (ii) use the Marks in accordance with all of our trademark usage and branding standards, (iii) include a statement on the materials indicating that the Business is independently owned and operated by you, (iv) do not use the Marks in connection with any other trademarks, trade names, logos, service marks or any other names or marks unless we specifically approve in writing prior to such use, and (v) make available to us, upon our request, a copy of any materials depicting the Marks. You must put Customers on notice (by language in your contracts) identifying you as a REAL PROPERTY MANAGEMENT franchisee in a format we deem acceptable, including an acknowledgment that you independently own and operate the Business.

D. Litigation. If any person or entity improperly uses or infringes the Marks or challenges your use or our use or ownership of or the validity of the Marks, we will control all litigation and other proceedings and we have the right to determine whether suit or other proceeding will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you become aware or any challenge or claim arising out of your use of any Mark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses incurred in connection with any such action, unless the challenge or claim results from your misuse of the Marks in violation of this Agreement, in which case you must pay us for our costs and expenses including our attorney's fees.

Provided that you are using the Marks in compliance with the terms of this Agreement, we will defend, at our own expense, any action against you brought by a third party alleging that any of the Marks infringes any U.S. trademark of a third party, and we will pay those costs and damages finally awarded against you in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on you: (i) notifying us promptly in writing of such action; (ii) giving us sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at our request and expense, assisting in such defense.

E. Changes. Unless we direct you so in writing, you may not make any changes or substitutions to the Marks. We reserve the right to change the Marks at any time and you must comply with any such changes within the time frames we specify.

F. Creative Works. All ideas, business ventures, concepts, inventions, techniques, or materials concerning a REAL PROPERTY MANAGEMENT Business, whether or not protectable Intellectual Property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us in writing and will be deemed to be solely and exclusively our property, part of the System, and "works made-for-hire," as the phrase is defined in the Copyright Act of 1976 (17 U.S.C. 101 et seq.), for us. To the extent any item does not qualify as a "work made-for-hire" for us, by operation of law or otherwise, you agree to assign and hereby irrevocably assign, for no additional consideration, ownership of that item, and all related rights to that item, to us, our successors and assigns, including without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world and agree to take whatever action (including signing an assignment agreement or other documents or obtaining an assignment from any third party, when necessary) we request to show our ownership or to help us obtain intellectual property rights in the item. Notwithstanding anything to the contrary, neither the expiration nor the termination of this Agreement shall affect our ownership of the items herein or alter any of our rights or privileges hereunder.

## TERM AND RENEWAL

4. The following provisions control with respect to the term and renewal of this Agreement:

A. Term. The initial term of this Agreement commences on the Effective Date and expires on the 10-year anniversary of the Effective Date, unless terminated earlier as provided herein.

B. Renewal Term and Conditions of Renewal. You may renew your license for one renewal term of 10 years; provided that: (i) you have given us written notice of your request to renew at least 180 days but not more than 240 days prior to the end of the expiring term; (ii) you sign our then-current form of franchise agreement (modified to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees; (iii) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and other material obligations on a timely basis during the term and are in good standing, have received no more than 2 written notices of default during the term of this Agreement, and have not failed to meet the Minimum Performance Standards for any two calendar years (or two measurement periods, as applicable) during the term; (iv) you comply with our then-current training requirements; (v) you and your guarantors execute a general release of claims in a form we prescribe; and (vi) you pay a renewal fee of $3,000.

C. Interim Period. If this Agreement expires without you properly exercising your renewal right and you continue to accept the benefits of this Agreement thereafter, then, at our option, we may treat this Agreement either as (i) expired as of the date of expiration, with you then illegally operating a franchise in violation of our rights; or (ii) continued on a month-to-month basis (the "Interim Period") until both parties agree to enter into our then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the Interim Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, except that the License Fee during the Interim Period will be increased to 10% of Real Revenue. All obligations and restrictions imposed on you upon expiration of this Agreement shall take effect upon termination of the Interim Period.

## OPERATIONS STANDARDS AND REQUIREMENTS

5. You must implement and abide by our requirements and standards directed to enhancing substantial System uniformity. The following provisions control with respect to operation of your Business:

A. Franchise Location. You are responsible for finding and purchasing or leasing a site that meets our site selection guidelines and standards and is located in the Territory. You must promptly, but in no event later than 30 days after the Effective Date, select a site for the Franchise Location and provide us written notice of such selection (together with evidence of compliance with our site selection guidelines). We will evaluate the site and notify you of our approval or disapproval of your proposed site within a reasonable time (usually 30 days) after we receive all requested information regarding your proposed site. In addition, your Franchise Location must meet the following conditions:

(i) You must have selected a Franchise Location meeting our approval no later than 30 days after the Effective Date.

(ii) You must sign a lease for the Franchise Location and begin operating your Business within 4 months of the date we sign this Agreement, although you may not commence operations of your Business until you have satisfactorily completed our training program and complied with your other pre-opening obligations. We are not responsible or liable for any of your pre-opening obligations, losses or expenses, including those you might incur for your failure to comply with these obligations or your failure to open by a particular date. After the lease or purchase agreement for the Franchise Location is executed, you shall provide us a copy of such lease or purchase agreement. We have no responsibility for any lease; it is your sole responsibility to evaluate, negotiate and enter into a lease or a purchase agreement for the Franchise Location premises.

(iii) You must construct and equip your Franchise Location in accordance with our current approved specifications and standards as set forth in the Operations Manual. You must maintain and periodically refresh the building, equipment, vehicles, fixtures, furnishings, signage and trade dress (including the interior and exterior appearance) used in the operation of your Business in accordance with our requirements established periodically and any periodic evaluations of the premises by our representatives.

(iv) In the limited instance that Google (or another designated vendor we use for search engine optimization purposes to drive online customer marketing) requires a secondary physical location in your Territory (in addition to your Franchise Location) in order to align with the marketing areas identified by Google/the vendor, we and you will agree on how you can establish and operate the secondary location in a manner that meets Google/the vendor's requirements as well as our applicable System standards for a secondary location; provided that this requirement will not apply during the first year of operation of the Business.

From time to time as we require, you must effect items of modernization and/or replacement of the premises, trade dress, vehicles, equipment and grounds as may be necessary for your Business to conform to the standards for similarly situated new REAL PROPERTY MANAGEMENT Businesses.

Each Transfer of any interest in this Agreement or your Business under Section 10 and each renewal under Section 4 are expressly conditioned upon your compliance with our then-current modernization or replacement requirements.

(v) If you need to relocate your Franchise Location for reasons other than your breach of your lease, we will evaluate your proposed new site and notify you of our approval or disapproval of such proposed site within a reasonable time (usually 30 days) after we receive all requested information regarding the proposed site; provided that you are not in default under this Agreement or any other agreement with us and you are current on all of your financial obligations to us, our affiliates and third parties. You still must continue to operate the Business at all times during any such relocation.

B. Vehicle Acquisition and Maintenance. You must acquire and maintain, at your sole expense, one or more vehicles as specified by us for use in the Business. Each vehicle shall be equipped, outfitted, insured and maintained in accordance with our specifications and standards. You must maintain the interior, exterior and mechanical parts of all required vehicles in good repair and condition and regularly service and maintain the vehicles to keep them clean and in good working order.

C. Authorized Services and Products. You can only offer and sell authorized services and products from your Business and you must refrain from selling any other services or products. You must use in the operation of your Business and in the offer and sale of authorized services and products of your Business only those techniques, procedures and supplies we specify in writing. You acknowledge and agree that we may change any of our requirements periodically and you agree to conform to any such changes. All Customer service materials, techniques, and promotional items of all descriptions and types must meet our standards of uniformity and quality.

D. Approved Supplies and Suppliers. We reserve the right to require that you only use approved products, services, inventory, equipment, signs, advertising materials, and other items (collectively "approved products and supplies") in the Business. We may introduce new products and supplies and change previously approved products and supplies from time to time and you agree to promptly comply with our new or changed requirements. Although we do not do so for every item, we have the right to approve the supplier of approved products and supplies. You acknowledge and agree that certain approved products and supplies may only be available from one approved supplier source, and we or our affiliates may be that source. You will pay the then-current price in effect for any approved products and supplies you purchase from us or our affiliates. All products, materials, services and other items and supplies used in the operation of the Business must conform to the specifications and standards we establish from time to time. We may furnish to you from time to time lists of approved products and supplies and/or approved suppliers, which lists we may amend from time to time. We or our affiliate may make available to you the opportunity to participate from time to time in certain discounts, rebates or other benefits in connection with your purchases from approved suppliers.

WE AND OUR AFFILIATES MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES OR OTHER ITEMS WE APPROVE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION AND ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.

E. Computer System; Call Center Program. You must purchase a computer system (including all future updates, supplements and modifications) and other technology that meets our standards and requirements (the "Computer System"). The Computer System will be used to develop a database of Customers and prospective customers and other related Customer Information, schedule appointments, generate proposals, maintain communications over the Internet, and produce your accounting records. In addition, you may be required to use our proprietary call center program. You agree that, without our prior written consent, you may not input, provide or otherwise use any Confidential Information in connection with any Computer System that leverages artificial intelligence or machine learning models, including but not limited to any publicly-available generative AI tools (*e.g.,* ChatGPT). The foregoing restriction includes inputting, providing or otherwise using any Confidential Information to train, develop or modify any such models.

You may be required to license software from us, our affiliate, or a third party and you also may be required to sign software license agreements and pay an additional software licensing or user fee(s) in connection with your use of the software. All right, title and interest in and to the software will remain with the licensor of the software. You will be liable for all damages (under this Agreement, any other software license agreement you execute and under applicable law) and problems caused by your use of any software on the Computer System. You acknowledge and

agree that we will have full and complete access to the information and data entered into or produced by the Computer System, including, without limitation, email communications and related data, and we can use the same in any way we deem appropriate, including in connection with the development, training, or modification of artificial intelligence / machine learning models, subject to applicable laws. You must have Internet access with a form of high speed connection as we may require and you must maintain a dedicated email account for the Business, separate from any personal or other email account. You must purchase any upgrades, updates, enhancements and/or replacements to the Computer System and/or related hardware, software or other technology as we may from time to time require. It is your responsibility to make sure that you are in compliance with all laws that are applicable to the Computer System, including all data protection, privacy and security laws as well as payment card industry (PCI) compliance.

As to any malfunctioning of the Computer System or any website as further described in Section 5.K, neither we nor any affiliate will be liable to you for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, such as, but not limited to, loss of revenue or anticipated profits or lost business, even if you have advised us that such damages are possible as a result of any breach or malfunction.

F. Customer Information. You agree that we own all Customer Information and may use the Customer Information as we deem appropriate (subject to applicable law), including disclosing it to vendors, developing, training or modifying artificial intelligence / machine learning models, or sharing it with our affiliates for cross-marketing or other purposes. You may only use Customer Information for the purpose of operating the Business to the extent permitted under this Agreement, including the Operations Manual during the term hereof and subject to such restrictions as we may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, you agree to comply with applicable law in connection with your collection, storage, disclosures and your use and our use of such Customer Information, including, complying with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements we may periodically establish. Some laws require you to obtain consent to collect, store, disclose, and use (collectively "process") personal information or provide notice regarding your processing of personal information. You are responsible for obtaining appropriate Customer consent and notice, as well as all necessary rights in the Customer Information, to ensure you and we may process Customer Information as outlined in this Agreement, including but not limited to as set forth in Section 5(E). You must notify us immediately of any suspected data breach at or in connection with the Business. You must fully cooperate with us and our counsel in determining the most effective way to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You are responsible for any financial losses you incur or remedial actions that you must take as a result of breach of security or unauthorized access to Customer Information in your control or possession.

If any federal or state Privacy Law, including the California Consumer Privacy Act, as revised by the California Consumer Privacy Rights Act, Cal. Civ. Code § 1798.100, et seq. (collectively, "CCPA"), and any related regulations, applies to the operation of the Business, whenever and to the extent you operate as a "Service Provider" or "Contractor" under the CCPA, a data processor, or in a similar capacity under any federal or state Privacy Law, you represent and warrant that:

(1) Except for the purpose of operating the Business in accordance with this Agreement, including the Operations Manual, you will not retain, use, combine or disclose any Customer Information;

(2) You will not sell, share, make available or otherwise disclose any Customer Information to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising, targeted advertising, or profiling, as those terms are defined under applicable Privacy Laws;

(3) You will not retain, use, or disclose Customer Information outside of the direct business relationship between you and us;

(4) You will delete any Customer Information upon our request unless you can prove that such request is subject to an exception under applicable law; and

(5) If you receive a Customer Information data request (e.g., a request to delete Customer Information) directly from a consumer (e.g., a California resident under the CCPA, or a resident of another jurisdiction under other applicable Privacy Law), you shall inform us of that request within one business day and cooperate with us to ensure that the consumer receives an appropriate and timely acknowledgement and response.

(6) You will implement reasonable security procedures and practices appropriate to the Customer Information you collect, retain, use or disclose, in order to protect it from unauthorized or illegal access, including following minimum requirements that may be set forth in the Operations Manual.

(7) You will cooperate with us to the extent necessary to assist us with conducting required data protection assessments or other similar assessments under applicable Privacy Laws, responding to Customer Information data requests, responding to requests or inquiries from government authorities, or if we seek to ensure that you have collected, retained, used, or disclosed Customer Information consistent with Privacy Laws and this Agreement, including but not limited to providing us with requested compliance documents, or allowing us or our designee to assess, audit, or test your privacy and security controls at least annually.

(8) You will cooperate with us to stop or remediate any unauthorized use of Customer Information, including verifying that you no longer retain or process personal information that a consumer has asked you or us to delete under applicable Privacy Laws.

(9) You will notify us immediately if you determine you cannot meet your obligations under Privacy Laws or this Agreement regarding your collection, retention, use, or disclosure of Customer Information.

You certify that you understand the restrictions in Paragraphs (1) – (9) of this section and will comply with them. You also acknowledge and agree that we may modify these restrictions from time to time by written notice to you, by issuing updates to our standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and you agree to comply with the same. You also agree to execute any addenda that we may determine are required to conform this Agreement to new or changed Privacy Laws.

To the extent that you engage another person to collect, use, sell, share, store, disclose, analyze, delete, modify, or to otherwise perform any processing of Customer Information for the purpose of operating the Business (a "Subprocessor"), you will notify us of such engagement, which shall be governed by a written contract that includes the same restrictions as in Paragraphs (1) – (9) of this section and imposes reasonable confidentiality obligations and privacy and security controls on the Subprocessor.

G. Operating Procedures; Operations Manual. We will loan you or grant you access electronically to a copy of our Operations Manual. We will make it available to you online or in such other manner and format as we approve. You acknowledge that the Operations Manual is at all times our Intellectual Property and owned exclusively by us. You must, at all times, treat the Operations Manual, and the information it contains, as secret and confidential, and must use all reasonable efforts to maintain such information secret and confidential. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques and management systems described in the Operations Manual or other written materials relating to the Business provided from time to time by us. We will revise the Operations Manual and these standards, procedures, techniques and management systems periodically to meet changing conditions and in the best interest of the REAL PROPERTY MANAGEMENT Businesses and the System. We will notify you of any such updates or revisions and you expressly agree to comply with each new or changed requirement. You must at all times ensure that your copy of the Operations Manual is kept current and up to date, and in the event of any dispute as to the contents of said Operations Manual, the terms of the master copy of the Operations Manual that we maintain are controlling.

The Operations Manual will contain both mandatory standards and recommended standards. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Operations Manual or other written materials. The Operations Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and the Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

H. Confidential Information. You may not, during the term of this Agreement or thereafter, communicate, divulge or use any Confidential Information for the benefit of any other person or entity, except that you may communicate Confidential Information to such employees as must have access to it in order to operate the Business. All Confidential Information, including, without limitation, methods, procedures, suggested pricing, specifications, processes, materials, techniques, Customer Information and other data, may not be used for any purpose other than operating the Business hereunder. In the interest of protecting our System, we may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from your owners (if franchisee is an entity), your spouse, your manager and other key employees. You must provide executed copies of these agreements to us upon our request. A copy of the current Confidentiality Agreement form to be used with your owners (if franchisee is an entity) or your spouse is included as Schedule F. Notwithstanding anything to the contrary herein, as between you and us, you agree that all Confidential Information, including all Intellectual Property rights therein, belong to us.

I. Evaluations. We and our authorized representative have the right to visit and inspect your Business at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain your compliance with the provisions of this Agreement, and to inspect and evaluate your services, supplies or products and other aspects of your Business. Any failure of an inspection is a default under this Agreement. Further, if we determine that any condition in the Business presents a threat to customers or public health or safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Business until the situation is remedied to our satisfaction. Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of your Business or to assume any responsibility for your obligations under this Agreement.

J. Compliance with Laws; Licenses and Permits. You must, at your expense and at all times, maintain and conduct your Business operations in compliance with all applicable federal, state and local laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to your Business, including but not limited to obtaining and maintaining required authorizations from federal and state transportation authorities and public utility commissions. Without limiting the foregoing, if you or any of your Principal Owners is not a U.S. national, you represent that you and/or such Principal Owner(s) have an immigration status that allows you and/or such Principal Owner(s) to live and work in the United States, and you hereby promise that you and/or such Principal Owner(s) will maintain such status during the term of this Agreement.

Without limiting the foregoing, you acknowledge that applicable laws may require you to set up and maintain a Trust Account and/or to engage the services of a licensed real estate broker in the operation of your Business, and you agree to fully comply with such legal requirements.

You acknowledge that you are an independent business and responsible for control and management of your Business, including, but not limited to, the hiring and discharging of your employees, tax withholdings, and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring or discharging of employees, tax withholdings or setting or paying of wages or related matters.

You must immediately notify us in writing of any investigation, claim, litigation or proceeding that arises from or affects the operation or financial condition of your Business or names us as a party.

K. Participation in Internet Websites or Other Online Communications. We may require you, at your expense, to participate in our REAL PROPERTY MANAGEMENT website on the Internet, our intranet or extranet system or other online communications as we may from time to time prescribe. We have the right to determine the content and use of our website and intranet or extranet system and establish the rules under which franchisees may or must participate. We will post your Business contact information on our website. You may not separately register any domain name containing any of the Marks or operate a website or social media account for your Business. We reserve the right to pre-approve, establish rules, procedures and policies relating to any website and social media account that you create or use for the operation of your Business. We may immediately terminate this Agreement if you register any domain name or social media account containing any of the Marks. We retain all rights relating to our website, intranet system and social media accounts and may alter or terminate our website, extranet system or intranet system, or any social media accounts. Your general conduct on our website, social media accounts, intranet or extranet system or other online communications and specifically your use of the Marks or any advertising is subject to the provisions of this Agreement. You acknowledge

that certain information related to your participation in our website, social media accounts, extranet system or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website, social media accounts, and intranet or extranet system, or otherwise use the Marks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates. You acknowledge and agree that you do not have any right to use the Marks or other Intellectual Property of the System on any website or any social media platform except as expressly approved by us in writing.

Unless we direct otherwise, simultaneously herewith, you agree to execute the Telephone Number and Internet Agreement (attached hereto as Schedule E), pursuant to which you assign to us ownership of all Telephone Listings and Internet Listings (each term as defined in Schedule E).

L. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions or rescissions at your expense, subject to any express limitations set forth in this Agreement.

M. Suggested Pricing Policies. Based on examples from REAL PROPERTY MANAGEMENT Businesses, we may, from time to time, make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate National Account arrangements, including pricing which will bind all REAL PROPERTY MANAGEMENT Businesses providing services to such National Accounts. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law.

N. National Accounts. We reserve the right to establish and administer a National Accounts program. If such a program is established, you may participate in it. If you elect to participate, you must comply with all National Accounts standards and procedures set forth in the Operations Manual and/or as we may otherwise communicate to you, as well as the specific terms of our arrangement with each applicable National Account, which terms may include, without limitation, the provision of certain insurance and other products and services, special pricing, payment terms, turnaround on services, etc.

O. Customer Service; Service Warranties. You must honor our warranty policies for services you provide to Customers, as described in the Operations Manual. You are solely responsible for the quality and results of the services and products you sell and provide to Customers, maintaining a continuing responsibility with respect to such services and products beyond the termination or expiration of this Agreement. You must render and must cause each of your employees to render prompt, competent and courteous service to Customers and you shall offer and honor such service warranties as we direct.

You must respond to any dissatisfied Customers within 24 hours after the complaint is received or as otherwise set forth in the Operations Manual. If you are unable to equitably resolve the Customer's complaint within 3 days after the initial contact, you must contact us to inform us of your actions taken and for possible assistance in handling the complaint. In no event shall our assistance be construed to make us liable to you or to a Customer in connection with such complaint. You are solely responsible for satisfactorily and timely resolving all warranty claims,

Customer disputes, and online Customer reviews. Should you fail to do so, you must reimburse the cost of any such services to us or any third party that we authorize to perform the services or you must reimburse us for any refund or other payment we may make to a Customer (as applicable). We may at any time contact Customers concerning the quality of services you provide, the level of Customer satisfaction, or other aspects of the Business that we deem relevant.

We may make available to you online Customer exit surveys, which we have developed and administer. Unless you opt out from the survey program, we will deliver an online exit survey to each Customer who discontinues their service relationship with you, we will compile and analyze the survey data and share the survey results with you. The data resulting from the surveys is Customer Information owned by us and we may use such data subject to applicable law, including without limitation by sharing aggregate results of such surveys with the System.

P. Customer Agreements; Consent to Assign Customer Agreements. To the extent allowed under applicable law, you must include an assignment provision in all agreements with Customers pursuant to which each Customer consents to allow you to assign, or cause the assignment of, the Customer agreement to us or, at our election, another REAL PROPERTY MANAGEMENT franchisee or a third-party broker, in each case as designated by us. In addition, we reserve the right to from time to time require you to include certain other provisions in your agreements with Customers.

Q. Ethical Business Conduct. You agree to adhere to good business practices, observing high standards of honesty, integrity, fair dealing and ethical business conduct and good faith in all business dealings with Customers, vendors, your employees, our corporate employees, and all other REAL PROPERTY MANAGEMENT franchisees. You must not engage in deceptive, misleading or unethical practices or conduct that may have a negative impact on the reputation and goodwill associated with the Marks.

R. Crisis Situations. In the interest of protecting the REAL PROPERTY MANAGEMENT brand, Marks and the System, we have the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and you agree to comply with and implement our directions in response to a Crisis. "Crisis" means an event or development that negatively impacts the REAL PROPERTY MANAGEMENT brand or System in such a way that we determine may cause substantial harm or injury to the Marks, System, the Intellectual Property associated with the System or the reputation or image of the REAL PROPERTY MANAGEMENT brand.

S. Minimum Performance Standards. Beginning with the second full calendar year of operating the Business, the Business must achieve (a) in each calendar year, annual Gross Sales that are in the top 90% of the annual Gross Sales per franchised business for the REAL PROPERTY MANAGEMENT franchise system for that calendar year (the "Gross Sales MPS") and (b) a Net Promoter Score (or another customer satisfaction survey score we designate) ("NPS") that is not more than 10 points below the average NPS for the REAL PROPERTY MANAGEMENT franchise system for each applicable measurement period we set (the "Customer Satisfaction MPS" and collectively with the Gross Sales MPS, the "Minimum Performance Standards"). If you operate multiple REAL PROPERTY MANAGEMENT businesses, the Minimum Performance Standards will apply separately to each franchised business. You agree we can make changes to the Minimum Performance Standards upon 6 months' prior written notice in accordance with our Reasonable Business Judgement (as defined in Section 14.G.3) and so long as such revised Minimum Performance Standards are applied to all similarly situated REAL PROPERTY MANAGEMENT franchised businesses.

If you do not meet the Gross Sales MPS (i.e., the Business' annual Gross Sales are in the bottom 10% of the REAL PROPERTY MANAGEMENT franchised businesses for that calendar year) for any applicable calendar year or the Customer Satisfaction MPS for any applicable measurement period, we will meet with you to identify the reasons for the substandard performance and establish a performance improvement plan ("PIP") for the Business to take specific actions with the goal to improve the overall performance of the Business, including its annual Gross Sales and/or NPS. Your failure to implement or comply with the PIP over the three to six month period we designate will be a default under this Agreement, subject to a 30-day cure period. During the cure period, you will have the opportunity to advise us of your intent to sell the Business to a third party, in which case we will give you an additional 90 days (from the date of your notice of intent to sell) to transfer the Business in accordance with the transfer requirements of Section 10 of this Agreement. Failure to timely cure the default or transfer the Business as provided herein will give us the right to either reduce the size of your Territory or terminate this Agreement.

## PERSONNEL AND SUPERVISION STANDARDS

6. The following provisions and conditions control with respect to personnel, training and supervision:

A. Supervision of the Business; Guarantors. You, or your Principal Owner(s) (as identified on the Data Sheet) if you are a business entity, must devote full-time attention to your Business, which at all times must be under your, or your Principal Owner(s)'s direct and active supervision and management. If you are a business entity, (i) all your owners must sign a Confidentiality Agreement; (ii) you must designate one or more Principal Owners; and (iii) all persons and entities that, as of the date of this Agreement hold, or during the term of this Agreement become holders of, 5% or more of your ownership interests must personally guarantee your performance hereunder to us by executing the personal guarantee attached hereto as Schedule C. If two (2) or more persons are the Franchisee or guarantors, their obligations and liability to us shall be joint and several. As soon as you have engaged a licensed real estate broker, such licensed broker, we, and you must execute the Brokerage Agreement attached hereto as Schedule H, and you shall provide us a copy of such executed Brokerage Agreement.

B. Training. You must comply with all of the training requirements we prescribe for the Business. You, or your Principal Owners if you are a legal entity, must attend our initial training program and complete it to our satisfaction. You must pay all costs and expenses, including hotel and transportation costs, you incur in attending our initial training program. If it becomes necessary to re-train a certain individual, we reserve the right to charge you a training fee. You also must pay all costs and expenses for any additional personnel who attend our initial training program. You must also participate in the Bookkeeping Assistance Program for at least the first 12 months after the Effective Date or until you have at least 100 units under management (whichever is earlier). The Bookkeeping Assistance Program is designed to assist and train you in entering property management data into the Computer System, in accordance with our specifications and requirements. Upon your completion of the Bookkeeping Assistance Program, you must participate in the BackOffice HelpDesk Plus Program for at least six (6) months. The training requirements may vary depending on your experience and other factors specific to the Business. If you are given notice of default that relates, in whole or in part, to your failure to meet any operational standards, we may require that, as a condition of curing the default, you and your manager, at your expense, comply with the additional training requirements we prescribe. Under no circumstances may you permit management of the Business' operations on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training we require.

C. Ongoing Training. We may require you and other key employees of the Business to attend ongoing training at our training facility or other locations we designate. If you request training in addition to the initial training program identified above, we reserve the right to charge you a training fee, plus you must pay your costs and expenses in connection with such training. Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

D. Staffing. You must employ a sufficient number of competent and trained employees to ensure efficient service to Customers. It is your responsibility to make sure that no employee or subcontractor enters a Customer's home if such person has not passed the required background checks. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from you to us.

E. Attendance at Reunion and Meetings. You must attend, at your expense, any annual franchise convention we may hold or sponsor and any meetings relating to new services or products, new operational procedures or programs, training, business management, sales or sales promotion, or similar topics, including any system-wide teleconferences or web-conferences, as more particularly set forth in the Operations Manual. We reserve the right to charge you a fee to attend any such franchise conventions, meetings, programs or other trainings, and we may collect such a fee from you whether you attend or not. If you do not attend or participate in the annual franchise convention, you may be charged $2,000 on a pro-rata basis based on number of days you miss at said convention. If you are not able to attend a meeting or convention, you must give us prior notice and must have a substitute person acceptable to us attend such meeting or convention. Nothing in this Agreement is intended to require us to hold any annual conventions or other meetings.

## MARKETING

7. You agree to actively promote your Business, to abide by all of our marketing and advertising requirements and to comply with the following provisions:

A. MAP Fund. We have established and manage a Marketing, Advertising and Promotion Fund for REAL PROPERTY MANAGEMENT Businesses (the "MAP Fund"). All MAP Fees (as defined in Section 8.C) you pay to us hereunder will be placed in the MAP Fund. On behalf of our company and affiliate-owned REAL PROPERTY MANAGEMENT Businesses, we will pay the same MAP Fee as similarly situated franchised REAL PROPERTY MANAGEMENT Businesses. The MAP Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to it. We have the right to make disbursements from the MAP Fund for expenses incurred in connection with the cost of formulating, developing, implementing and administering marketing, advertising, public relations and promotional campaigns. The disbursements may include payments to us for the expense of administering the MAP Fund, including accounting expenses and salaries and benefits paid to our employees engaged in the administration and operation of the MAP Fund or otherwise providing services with respect to the MAP Fund. We have the right to determine the methods of marketing, advertising, media employed and contents, terms and conditions of marketing campaigns and promotional programs. Because of the methods used, we are not required to spend a prorated amount on each REAL

PROPERTY MANAGEMENT Business or in each advertising market. We, as the administrator of the MAP Fund, may collaborate with the administrators of advertising funds of certain other franchise systems affiliated with us. You acknowledge that there can be no assurance that the MAP Fund's participation in these collaborations and joint efforts will benefit REAL PROPERTY MANAGEMENT Businesses proportionately or equivalently to the benefits received by any other franchised businesses of the other participating affiliated franchise systems.

The MAP Fund will be accounted for separately and will not be used to defray any of our general operating expenses, except for such expenses, administrative costs and overhead relating to MAP Fund business, including compensation of employees and others providing services to the MAP Fund, and other expenses that we incur in activities related to maintaining, administering, directing and conducting the MAP Fund programs, including, without limitation, conducting market research and public relations activities; preparing advertising promotion and marketing materials; and collecting and accounting for MAP Fund contributions and expenses. If requested, we will provide you an annual unaudited statement of the financial condition of the MAP Fund.

We assume no direct or indirect liability or obligation to you with respect to collecting amounts due to the MAP Fund or related to our maintenance, direction or administration of the MAP Fund, including with respect to the efficiency or effectiveness, if any, of the MAP Fund in enhancing the Marks, brand or System or advancing the business interests of a franchisee or franchisees in general.

We have the right, but not the obligation, to cause the MAP Fund to be incorporated or operated through an entity separate from us at such time as we deem appropriate, and any such successor entity shall have all our rights and duties under this Section 7.A. We may use collection agents and institute legal proceedings at the MAP Fund's expense to collect MAP Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the MAP Fund. If we terminate the MAP Fund, we will refund to you your pro-rata portion of any amounts remaining in the MAP Fund, based on your contributions to the MAP Fund.

B. Required Local Expenditures. You must use your best efforts to promote and advertise the Business and participate in any local marketing and promotional programs we establish from time to time. In addition to the payment of the MAP Fee, you must spend the minimum amounts set forth in the Data Sheet on approved local marketing and promotion in the Territory each month (the "Local Marketing Spend"). Upon our request, you must provide us with itemized documentation and proof of such expenditures. If you fail to make the required expenditures, we have the right to collect the deficiency and spend it as provided below in this paragraph. We reserve the right to require you to use one or more designated vendors in connection with your local marketing and promotional activities. In addition, we reserve the right to collect (on a monthly or quarterly basis, as we may from time to time designate) the Local Marketing Spend and in return provide to you local promotional, marketing and advertising materials and related services to promote the Business in the Territory. Should this Agreement terminate prior to our providing such local promotional, marketing and advertising materials and related services in the Territory, we reserve the right to contribute the Local Marketing Spend collected to the MAP Fund.

C. Approved Materials. You must use only such marketing materials (including any print, radio, television, electronic, on-line or other media forms that may become available in the future) as we furnish, approve in writing or make available, and the materials must be used only in the manner we prescribe and in compliance with all trademark usage and branding standards.

Furthermore, any promotional activities you conduct for the Business are subject to our approval. You must submit all advertising and promotional materials to us for approval prior to your use. If we do not respond within 14 days of your submission, the materials will be deemed not approved. We will not unreasonably withhold approval of any materials or media and activities; provided that they are current, in good condition, in good taste and accurately depict the Marks. Notwithstanding our approval, it is solely your responsibility to conduct your promotional activities in accordance with all applicable laws.

D. Local Marketing Groups. We have the right to designate local advertising markets and advertising cooperatives and/or local marketing groups for such markets (collectively, each such cooperative or group, an "LMG"), and if designated, you must participate in and contribute to the LMG and its programs in your designated local advertising market. If established, you must contribute to the LMG the amount we designate, which contribution will not exceed 5% of the Real Revenue. The amounts you contribute to the LMG will count towards the Local Marketing Spend requirements. We may require that some or all of your LMG contribution be paid to us or our affiliate, and we reserve the right to use your LMG contribution on any promotional, marketing and advertising initiatives, including digital and other marketing and brand awareness programs. As of the date of this Agreement, we may require that a portion of your LMG contribution (currently, 2% of your Real Revenue) be paid for use towards the Neighborly marketing and brand awareness initiatives, which may include service professional recruitment marketing. If established, each REAL PROPERTY MANAGEMENT Business, including those operated by us or our affiliates within a designated local advertising area, will be a member of the LMG. You must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation. Your contribution to the LMG will count towards the Local Marketing Spend, but the Local Marketing Spend does not represent a limit on your LMG contribution. We have the right to establish how the LMGs operate and we have the right to require LMGs to be formed, changed, dissolved or merged.

## FEES, REPORTING AND AUDIT RIGHTS

8. You must pay the fees described below and comply with the following provisions:

A. Initial Franchise Fee. Upon signing of this Agreement, you must pay to us an initial franchise fee as set forth in the Data Sheet (the "Initial Franchise Fee"), which is earned upon receipt and is non-refundable. Any financing of the Initial Franchise Fee is only available if we offer you financing under the terms of the Promissory Note and Security Agreement included as Schedule G.

B. License Fees. From and after the Effective Date, you must pay to us, monthly in the manner specified in Section 8.D, a fee (the "License Fee") in the amount equal to the greater of (i) the applicable percentage of Real Revenue set forth on the Data Sheet or (ii) the applicable Minimum License Fee (if any) set forth on the Data Sheet.

C. MAP Fees. You must pay to us each month, in the manner specified in Section 8.D, a MAP Fund fee (the "MAP Fees") in an amount equal to the applicable percentage of Real Revenue set forth in the Data Sheet.

D. Manner of Payment; Electronic Transfer of Funds. All payments of the License Fees and MAP Fees are due to us by the 15th day of each month for the prior month's Real Revenue (the "Sales Report"). You must sign an electronic ACH Form, attached as Schedule B, to authorize and direct your bank or financial institution to allow us or our affiliate to initiate a transfer of funds

electronically directly to our or our affiliate's account and to charge to your account all amounts due to us or any affiliate. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this Section.

E. Late Payments. A late payment fee of $10.00 per day (the "Late Payment Fee") plus interest at the highest applicable legal rate for open account business credit in the state of your domicile, not to exceed 12.0% per annum, will accrue on all late payments from the due date until all sums are paid. If a check is returned or an ACH draft is refused by your financial institution due to insufficient funds in your account, you must pay us an insufficient funds fee of $50. In addition, if you fail to timely provide any Sales Report to us, in addition to any other rights available to us, we may withdraw the applicable Minimum License Fee and the Minimum MAP Fee (as applicable) from your account, and once the applicable Sales Report becomes available to us, you will be required to immediately pay us any additional amounts owed as shown in the calculation of the License Fees and MAP Fees in such Sales Report. You acknowledge and agree that this Section 8.E does not constitute our agreement to accept payments or Sales Reports after they are due or a commitment by us to extend credit to you or to otherwise finance your operation of the Business. Further, you acknowledge and agree that your failure to pay all amounts and provide all Sales Reports and any other reports required pursuant to this Agreement when due will constitute grounds for termination of this Agreement, notwithstanding the provisions of this Section 8.E. You will not, on grounds of the alleged nonperformance by us of any of our obligations under this Agreement, withhold payment of any License Fees, MAP Fees or any other amounts due to us and you will not, on such grounds, discontinue providing services to Customers in accordance with this Agreement.

F. Application of Fees. Notwithstanding any designation by you, we have the right to apply any payments received from you to any past due indebtedness to us or any affiliate in such amounts and in such order as we determine.

G. Financial Planning and Management. You must compile and keep books and records that accurately reflect the operations and condition of your Business, including detailed daily sales, cost of sales, and other relevant records and information, maintained in an electronic media format and using the methods of bookkeeping and accounting as we periodically may prescribe. You must also retain check registers, purchase records, invoices, sales summaries and inventories, sales tax records and returns, state, federal, personal and other income tax records and returns covering or related to the Business, payroll records, cash disbursement journals and general ledgers. You must submit to us such reports, statement of profit and loss, balance sheet, tax returns, books and records as we may require, including those identified in Section 8.H below, all on the forms and according to reporting formats, methodologies and time schedules that we establish from time to time. We may also require you to provide us, within the time we specify, audited financial statements of the Business, prepared by an independent certified public accountant satisfactory to us, and/or to adopt a fiscal year consistent with ours, and to cooperate with our auditors and to comply with such additional requirements as may be reasonably necessary to enable us to meet our obligations under Generally Accepted Accounting Principles and to comply with applicable accounting standards and rules. You must preserve the books, records and reports for the longer of (i) five years from creation or (ii) such period as required under applicable laws. You must allow us electronic and manual access to any and all records relating to your Business.

H. Reports. Simultaneously with each payment of License Fees and MAP Fees hereunder, you must submit to us a Sales Report of the corresponding Real Revenue and all Pass-

Through Expenses and gross receipts of the Business, and a computation of the corresponding License Fees and MAP Fees with respect to the preceding month. Real Revenue must be entered into the software and reported for the month in which they are earned; you may not postpone the reporting of any Real Revenue and Pass-Through Expenses for any reason. In addition, within 15 days after the end of each month, you must submit to us the following information for the preceding month: (i) copies of your most recent balance sheet and statement of profit and loss, including a summary of your costs for labor, rent and other material cost items; and (ii) if requested by us to verify your Real Revenue and Pass-Through Expenses, all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year. All reports shall be provided in the form and content as we periodically prescribe. You must certify in writing all reports to be true and correct. You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirement on our other franchisees. You further agree and acknowledge that, subject to compliance with applicable law, we may use any information, data or other materials related to your Business for any reason that we deem appropriate and you shall provide the same to us promptly upon our request. Without limiting the foregoing, we may disclose the Business' financial information and operating performance ratings, assessments or similar data to our other franchisees, our affiliates and their franchisees, and prospective franchisees through the use of newsletters, bulletins, award ceremonies, and otherwise as we deem necessary or advisable.

I. Audits. We or our authorized representative have the right, at all times (i) during the business day to enter the premises where the books and records of the Business are kept and to evaluate, copy and audit such books and records, including, but not limited to any and all financial statements, reports, state, federal, personal income tax records or other income tax records covering or related to the Business, sales tax records, payroll records, databases, and other related records. (ii) to remotely access and evaluate, copy and audit your electronic records located on the Computer System, and (iii) to evaluate remotely or on the Business premises your compliance with your obligations regarding Customer Information. In addition, if, in our reasonable business judgment, we believe that you have failed to comply with your reporting and/or record keeping obligations hereunder, we have the right to also access and evaluate, copy and audit books and records related to any other business in which you have an ownership or management interest. We also have the right to request information from you and your suppliers, vendors, and Customers. You must fully cooperate with us in connection with our exercise of our audit rights. If you fail to timely make available to us requested documents in connection with an audit, we may charge you $500 per missing document (up to $2,500 per audit), and if we must reschedule an audit due to your failure to cooperate, you must reimburse us for the cost of the audit (including, without limitation, professional fees, travel, and room and board expenses directly related thereto, collectively "Audit Cost"). If any evaluation or audit reveals an understatement of 2% or more of your Real Revenue and Pass-Through Expenses or you do not provide any requested information within 30 days from the date of our initial request, you must pay for the Audit Cost, in addition to the amount owed (if any) plus interest and late fees as provided in Section 8.E. In addition to any other rights we may have in such an event, we have the right to conduct further periodic audits and evaluations of your books and records as we reasonably deem necessary you must reimburse us for the Audit Cost of any such further audits and evaluations conducted within two years thereafter. Furthermore, if you intentionally understate or underreport Real Revenue and Pass-Through Expenses at any time, or if a subsequent audit or evaluation conducted within the two-year period reveals any understatement/overstatement of your Real Revenue and Pass-Through Expenses of 2% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we have the

right to terminate this Agreement immediately. To verify the information that you supply, we have the right to reconstruct your Gross Sales through any reasonable method of analyzing and reconstructing Gross Sales, and you agree to accept any such reconstruction of Gross Sales unless you provide evidence in a form satisfactory to us of your Gross Sales within a period of 14 days from the date of notice of understatement or variance. If you dispute any audit findings, you must do so in writing and in accordance with the Operations Manual within 30 days of the notice of understatement or variance, or you will waive the right to challenge the audit findings. For avoidance of doubt, no provision of this Section 8.I shall be deemed to supersede or waive the 10-day cure period for failure-to-pay defaults set forth in Section 12.B.1.

YOUR OTHER OBLIGATIONS; NONCOMPETITION COVENANTS

9. You agree to comply with the following terms and conditions:

A. Payment of Debts. You agree to (i) pay promptly when due all payments, obligations, assessments and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your Business; (ii) promptly discharge and remove all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Business; and (iii) timely pay all accounts and discharge other indebtedness of every kind incurred by you in the conduct of the Business. If you default in making any such payment, we are authorized, but not required, to pay and discharge the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

You also will pay all federal, state and local taxes, other than taxes assessed on our income, that may be imposed on us as the result of our receipt or accrual of the Initial Franchise Fee, the License Fees, the MAP Fees, or other fees referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly. In either case, you shall pay us (and to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

B. Indemnification. You waive any and all Claims (as defined below) against us for damages to property or injuries to persons arising in any way out of this Agreement, your servicing of Customers under this Agreement or any other contracts, your actions or omissions, or the operation of your Business. Except to the extent otherwise provided in Section 3.D., you agree, at your sole expense, to defend, fully protect, indemnify and hold harmless, us, our affiliates, our parent companies, our sister companies and our owners, directors, officers, members, managers, employees, attorneys, successors and assigns (collectively, "Franchisor Parties"), as well as our customers and the owners of each and every property you service, from any and all Claims. "Claims" as used herein means any and all claims, demands, damages, assessments, violations, interest, causes of action, lawsuits, liens, and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Business (regardless of cause or any concurrent, superseding or contributing fault, liability or negligence of us, our affiliates, our parent companies, and our customers and the owners of any property you service), your actions or omissions, or any breach by you or your failure to comply with any of the terms and conditions of this Agreement. We also reserve the right to select our own legal counsel to represent our interests, and you agree to reimburse us for our costs and attorneys' fees immediately upon our request.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, you will, at your sole expense, defend, fully protect, indemnify and hold harmless, Franchisor Parties, from any and all Claims arising in any manner, directly or indirectly, out of or in connection with or incidental to the actions or omissions of your employees or independent contractors or allegations that we are the joint employer of your employees.

C. Insurance. Before you begin operating your Business you must purchase, and maintain at all times during the term of this Agreement, at your sole cost, insurance coverage, from a responsible carrier, with an A.M. Best rating of A-VIII or better, with the coverage amounts, types and other features as we from time to time specify, using the insurance industry form(s) acceptable to us, and such other insurance coverage as required by law and any other agreement related to the Business. We reserve the right to designate a primary or single source for all or any of the insurance coverage for the Business, and we or our affiliates may be that primary or single source. Any person or entity with an insurable interest that we designate (each, an "Additional Insured") must be named an additional insured on all required liability policies. Each insurance policy must contain a waiver of subrogation in favor of the Additional Insureds. Your insurance must apply as primary and non-contributory. Currently, our minimum insurance requirements include (i) commercial general liability insurance, with a minimum liability coverage of $1,000,000 per occurrence (including Products/Completed Operations and Personal Injury and Advertising Injury) and $2,000,000 in the aggregate; (ii) auto liability coverage, combined single limit in the amount we specify, no less than $1,000,000, including on each hired, owned, and non-owned vehicle used in connection with the Business; (iii) workers' compensation coverage regardless of whether required by state law, but with minimum coverage of $1,000,000 per claim and in the aggregate; (iv) errors & omissions insurance ("E&O") professional liability insurance with a minimum limit of $1,000,000 per claim and in the aggregate; (v) employee dishonesty crime coverage with a minimum limit of $100,000 per claim and in the aggregate (regardless of employee status); (vi) tenant discrimination legal expense and loss reimbursement, with a $1,000,000 minimum limit per claim and in the aggregate; (vii) cyber security and data privacy insurance policies of such types and with a minimum limit of $1,000,000 per claim and in the aggregate that includes multimedia liability, security & privacy liability, privacy regulatory, privacy breach response, penalties, network asset protection, cyber extortion, and cyber terrorism; and (viii) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. With respect to National Accounts, if the insurance amount required for any National Account or for National Account work in general exceeds the amount specified as the amount required by us for any type of insurance, that higher amount required for the National Account work will apply. Additional insurance requirements are set forth in the Operations Manual. We may develop an insurance program and require you to participate in it.

The commercial general liability policy must name Franchisor and any and all parents, subsidiaries, directors, officers, employees, and agents as their interest may appear as Additional Insureds. The policy must also include a waiver of subrogation against all parties named as Additional Insureds. The auto liability policy must name Franchisor and any and all parents, subsidiaries, directors, officers, employees, and agents as their interest may appear as Additional Insureds. The policy must also include a waiver of subrogation against all parties named as Additional Insureds. The workers' compensation policy must include a waiver of subrogation against Franchisor and any and all parents, affiliates, subsidiaries, directors, officers, employees, and agents.

Additional Insured status for Franchisor and any and all parents, subsidiaries, directors, officers, agents, employees or any other party required to be named as additional insureds under

this Agreement will extend to the full limits of liability maintained by you even if those limits of liability are in excess of those required in this Agreement. Your insurance will be primary and any insurance carried by Franchisor is strictly excess and secondary and will not contribute with your insurance. The requirements of this Agreement as to insurance limits and acceptability of insurers and insurance to be maintained by you are not intended to and will not in any manner limit or qualify the liabilities and obligations assumed by you under this Agreement.

You must deliver to us at least 5 days prior to commencement and thereafter annually or at our request a proper certificate of insurance, insurance policy endorsements and other evidence of compliance - showing the existence of the insurance coverage and your compliance with this Section. Your certificate of insurance will provide proof of the following: (i) Franchisor and all other affiliated parties are included as an Additional Insured where required; (ii) waiver of subrogation included in favor of Franchisor and all other affiliated parties; (iii) your insurance is primary, and all insurance maintained by Franchisor is excess and secondary and shall not contribute with your insurance; and (iv) no insurance may be cancelled or substantially changed without thirty (30) days' prior written notice by certified mail to Franchisor. If you change your insurance provider, you must immediately deliver the proper certificate of insurance to us. We also may request copies of all insurance policies. Any review we conduct of your insurance coverage does not limit your obligation to comply with this Section. We may modify the required minimum limits and types of coverage, by written notice to you. Upon such notification, you must immediately implement the modification of the policy, and provide evidence thereof, in accordance with our request. You may satisfy the insurance coverage limits through an umbrella policy that meets all the requirements of this Section. We have the right to terminate this Agreement for cause if you fail to comply with this Section.

You acknowledge that these minimum insurance requirements do not constitute advice or a representation by us that such coverages are necessary or adequate to protect you from losses in connection with the Business. Nothing in this Agreement restricts you from obtaining insurance with higher policy limits and/or additional coverage.

D. Noncompetition Covenants. You agree that you will receive valuable training and Confidential Information that you otherwise would not have received or had access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants and agree that the following noncompetition covenants are reasonable and necessary to protect the System's legitimate business interests, including its Confidential Information, Intellectual Property, and customer goodwill:

1. Unless otherwise specified, the term "you" as used in this Section 9.D means and includes, collectively and individually, (a) if you are an entity, the entity, all guarantors and all shareholders, members, partners, as the case may be, and other holders of any ownership interest in the entity (collectively, "Owners"), as well as any spouse, children, parents and siblings of any guarantor and Owner, or (b) if you are an individual, the individual and the individual's spouse, children, parents and siblings. We may require you to obtain from your guarantors and Owners, and/or from your spouse, children, parents and siblings or any spouse, children, parents, and siblings of any Owner or guarantor, as applicable, a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Section 9.D.

2. You promise that during the term of this Agreement, and during any Interim Period (if applicable), you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person or entity, own, manage, operate,

maintain, engage in, consult with or have any interest in any Competitive Business (as defined below).

3. You promise that you will not, for a period of two years after the expiration or termination of this Agreement, or after the expiration or termination of any Interim Period (as applicable), regardless of the cause of termination, or within two years of the sale or Transfer of the Business or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, advertise, promote in any media including social media platforms, or consult with or have any interest in a Competitive Business (as defined below) that is located:

a. In the Territory;

b. Within a 25-mile radius of the outer boundary of the Territory; or

c. Inside the territory of another REAL PROPERTY MANAGEMENT Business, whether franchised or owned by us or our affiliates.

For purposes of this Agreement, a "Competitive Business" is any business that offers or sells any product or service or component thereof that (i) composes a part of our System, (ii) is the same as or similar to any product or service then-offered by our franchisees or (iii) otherwise competes directly or indirectly with our System.

4. You agree that the length of time in paragraph 3 above will be tolled for any period during which you are in breach of the non-compete covenants or any other period during which we seek to enforce this Agreement.

5. In addition, you agree that during the term of this Agreement and for one year thereafter, you will not, without our prior written consent, directly or indirectly, for yourself or on behalf of any other person divert, or attempt to divert, any business or customer of the Business or any other REAL PROPERTY MANAGEMENT Business away from the System.

6. The parties agree that each of the foregoing covenants in this Section 9.D will be construed as independent of any other covenant or provision of this Agreement. To the extent anyone successfully contests the validity or enforceability of any part of this Section 9.D in its present form predicated upon the area of coverage, this provision will not be deemed invalid or unenforceable, but will instead be deemed modified, so as to be valid and enforceable, to provide coverage for the maximum scope that any court of competent jurisdiction or arbitrator will deem reasonable and necessary to protect our legitimate interests.

## TRANSFER OF FRANCHISE

10. You agree that the following provisions govern any Transfer or proposed Transfer:

A. Transfers. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Business. Consequently, neither your interest in this Agreement nor

in the Business may be directly or indirectly Transferred to or assumed by any other person or entity (at times referred to as the "Assignee"), in whole or in part, unless (i) you have first tendered to us the right of first refusal to acquire this Agreement in accordance with Section 10.F, and we do not exercise such right; (ii) our prior written consent is obtained; (iii) the Transfer fee provided for in Section 10.C is paid; and (iv) the Transfer conditions described in Section 10.D are satisfied. Any direct or indirect sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the Business to a person or entity who shares in the losses or profits of the Business (including merger, combination, or reorganization or as a result of death, disability, divorce, insolvency, or bankruptcy) in a manner other than as an employee will be considered a "Transfer" for purposes of this Agreement. A Transfer also includes the following which triggers the Transfer conditions set forth in this Section 10:

1. For purposes of this Section 10.A, a transfer, pledge or seizure, or change in the control of any 20% direct or indirect ownership interest in you or in any Principal Owner, whether accomplished in a single transaction or a series of related or unrelated transactions; or

2. Any change in the general partner of a franchisee that is a general, limited or other partnership entity.

You may not place in any communication media or any form of advertising, any information relating to the sale of the Business or the rights under this Agreement, without our prior written consent.

B. Consent to Transfer. We will not unreasonably withhold our consent to a Transfer; provided we determine that all of the conditions described in this Section 10 have been satisfied. Application for our consent to a Transfer and tender of the right of first refusal provided for in Section 10.F must be made by submission on our form of application for consent to Transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other Transfer agreement) and other required information. The application must indicate whether you or an owner will retain an interest in the property to be Transferred. No interest may be retained or created without our prior written consent and only upon conditions acceptable to us. Any agreement used in connection with a Transfer shall be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed Transfer and must submit promptly to us the application for consent to Transfer. Any attempted Transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void and will provide us with the right to elect either to default and terminate this Agreement or to collect from you and the guarantors a Transfer fee equal to two times the Transfer fee provided for in Section 10.C as damages.

C. Transfer Fee. You must pay to us a Transfer fee in an amount equal to $10,000. We will reduce the Transfer fee to $500 for a Transfer to an immediate family member (i.e., a spouse or a child; for the avoidance of doubt, a sibling is not considered an immediate family member for this purpose) or if there is a transfer of ownership percentage between the owners specifically listed on this Agreement. Furthermore, we may charge, waive or reduce the Transfer fee for a Transfer involving an ownership change within the same entity or the same ownership group already on this Agreement. The Transfer fee is nonrefundable. You will not be required to pay a Transfer fee if you are an individual and wish to Transfer this Agreement to a newly formed legal entity wholly owned by you and established solely for purposes of the convenience of

ownership and the operation of the Business; provided that you must become a guarantor of the Business as required under Section 6.A.

D. Conditions of Transfer. We condition our consent to any proposed Transfer, whether to an individual, a corporation, a partnership or any other entity, upon the following:

1. Assignee Requirements. The Assignee must meet all of our then-current requirements for our REAL PROPERTY MANAGEMENT franchise program we are offering at the time of the proposed Transfer, sign our then-current form of franchise agreement, and its owners must become guarantors of the Business as required under Section 6.A.

2. Payment of Amounts Owed. All amounts owed by you to us, or any of our affiliates or your suppliers, or upon which we or our affiliates have any contingent liability, must be paid in full.

3. Reports. You must have provided all required reports to us.

4. Guarantee. In the case of an installment sale for which we have consented to you or any owner retaining an interest or other financial interest in this Agreement or the Business, you or such owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

5. Assumption of Obligations. The Assignee must assume and agree to be bound by all of your Customer obligations, including all warranty work and service plans obligations.

6. General Release. You and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Business or the parties' business relationship, in the form we designate, releasing us and our affiliates.

7. Training. The assignee must, at your or assignee's expense, comply with our training requirements.

8. Financial Reports and Data. We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Business and its operations as we deem reasonably necessary or appropriate for assignee and/or us to evaluate the Business and the proposed Transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning the Business and proposed Transfer without being held liable to you, except for intentional misstatements made to an assignee. Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the Business and proposed Transfer and must not be construed in any manner or form whatsoever as earnings claims or claims of success or failure.

9. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our Transfer policies. You acknowledge and agree that following any Transfer hereunder, you and your owners will continue to be subject to the noncompetition covenant under Section 9.D.3.

E. Involuntary Transfers

(i) Death, Disability or Incapacity. You will promptly notify us in the event of a death, disability or incapacity of Franchisee (or, if Franchisee is a legal entity, of Franchisee's Principal Owner). In such an event, if the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as the Franchisee or the Principal Owner of the Franchisee entity, such person or entity must tender the right of first refusal provided for in Section 10.F, apply for our consent under Section 10.B, pay the applicable Transfer fee under Section 10.C, and satisfy the Transfer conditions under Section 10.D, as in any other case of a proposed Transfer, all within 120 days of the death or event of disability or incapacity. During any transition period to an heir or successor-in-interest, the Business still must be operated in accordance with the terms and conditions of this Agreement. If the assignee of the decedent, disabled, or incapacitated person is the spouse or child of such person, no Transfer fee will be payable to us and we will not have a right of first refusal as set forth in Section 10.F.

(ii) Insolvency or Bankruptcy. In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in Section 10.F, and if we do not exercise such right, must apply for and obtain our consent to the Transfer, pay the Transfer fee provided for in the Section 10.C, and satisfy the Transfer conditions described in Section 10.D. In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

(iii) Divorce. You will promptly notify us of any divorce proceedings that may result in a Transfer and tender the right of first refusal provided for in Section 10.F. If we do not exercise such right, you must apply for and obtain our consent to the Transfer, pay the Transfer fee provided for in Section 10.C, and satisfy the Transfer conditions described in Section 10.D.

F. Right of First Refusal. If you propose to Transfer this Agreement or your interest herein or in the Business, in whole or in part, to any third party, as contemplated by Section 10.A, you first deliver a statement to us offering to sell to us your interest in this Agreement and the land, building, equipment, furniture and fixtures and any other assets or leasehold interests used in the operation of the Business (subject to this Section 10). If the proposed Transfer involves an offer from a third party, then you must obtain from the third-party offeror and deliver to us a statement, in writing, signed by the offeror and by you, of the binding terms of the offer.

If the Transfer does not involve an offer from a third party, then the purchase price for our purchase of assets described above will be established by a qualified appraiser selected by the parties. The price determined by the appraiser(s) will be the reasonable fair market value of the assets based on their continuing use in, as, and for the operation of the Business and the appraiser will designate a price for each category of asset (e.g., land, building, equipment, fixtures, etc.), but shall not include the value of any goodwill of the Business, as the goodwill of the Business is attributable to the Marks and the System. If the parties cannot agree upon the selection of such an appraiser, a Judge of the United States District Court for the District in which the Franchise Location is located will appoint one upon petition of either party. You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report and

all other information we have requested. We and you will each pay one-half of the appraiser's fees and expenses.

We then have 10 days from our receipt of the statement setting forth the third-party offer or the appraiser's report, as applicable (and all other information requested by us) to accept the offer by delivering written notice of acceptance to you. We will have an additional 45 days to complete the purchase if we elect to exercise our right of first refusal. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however (and regardless of whether the following are inconsistent with the price and terms set forth in the statement) (1) we have the right to substitute equivalent cash for any noncash consideration included in the offer, (2) we will prepare the transaction documents for the Transfer, which will be on terms customary for this type of transaction (including representations and warranties, covenants, conditions, and indemnification), and (3) our purchase may be limited to any assets related to the Business.

If we fail to accept the offer within the 10-day period, you will be free for 60 days after such period to effect the disposition described in the statement delivered to us; provided such Transfer is in accordance with this Section 10, including obtaining our consent under Section 10.B. You may effect no other sale or assignment of you, this Agreement or the Business without first offering the same to us in accordance with this Section 10.F.

G. Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement without prior notice to you and without your consent.

## DISPUTE RESOLUTION

11. The following provisions apply with respect to dispute resolution:

A. Mediation. Before any party may bring an action in court against the other, or commence an arbitration proceeding (except as noted in Section 11.B below), the parties must first meet to mediate the dispute. The mediation will be held in McLennan County, Texas. Any such mediation shall be non-binding and shall be conducted by the American Arbitration Association (the "AAA") in accordance with its then-current rules for mediation of commercial disputes unless the parties agree otherwise in writing. The mediator will be appointed in accordance with the rules and regulations of the AAA unless the parties agree on a mediator in writing within 10 days after either party gives written notice of mediation. The mediation hearing will be held within 20 days after the mediator has been appointed. Each party will bear its own costs and expenses for the mediation and will be responsible to pay 50% of the mediator's costs and expenses.

B. Exceptions to Mediation. Notwithstanding Section 11.A or any other provision of this Agreement, the parties agree that the following claims will not be subject to mediation and may be brought in any court of competent jurisdiction, subject to Sections 14.G.1 and 14.H:

1. any action for temporary, preliminary or permanent injunctive relief, ex parte seizure, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to such party's tangible or intangible property, including trademarks, service marks and other Intellectual Property, confidential and/or trade secret information, or noncompetition covenants. You specifically acknowledge that your breach or threatened breach of any of your obligations under this Agreement, including but not limited to Sections 3 (Trademark Standards and Requirements), 5.C (Authorized Services and Products), 5.E (Computer System; Call Center Program), 5.F.

(Customer Information), 5.H (Confidential Information), 5.K (Participation in Internet Websites), 9.D (Noncompetition Covenants), 10.A (Transfers), or 13.A (Reversion of Rights; Discontinuation of Trademark Use), will cause irreparable harm to our tangible and/or intangible property and goodwill. You understand that irreparable harm is an injury for which monetary damages are not an adequate remedy. Therefore, upon any such breach or threatened breach by you, in addition to any other rights or remedies that may be available to us at law, equity or otherwise, you acknowledge that we will be entitled to equitable relief, including an injunction, restraining order or specific performance, without any requirement to prove irreparable harm. In addition, you hereby waive any right to request that a bond be issued as security (except for a nominal bond not to exceed $100);

2. any action in ejectment or for possession of any interest in real or personal property; and

3. any action related solely to the collection of moneys owed to us or our affiliates under this Agreement (including, without limitation License Fees, MAP Fees, and Minimum License Fees), or any other agreement related to the franchise granted under this Agreement, including, without limitation, any promissory note or a guarantee executed hereunder. "Moneys owed" also includes attorneys' fees incurred in the collection of moneys owed, including through the judicial process.

C. Litigation. Except as provided in Section 11.D., any dispute between you and us or any of our or your affiliates, including without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Business (collectively, "Dispute") not resolved through mediation under Section 11.A must be submitted to litigation pursuant to Section 14.H.

D. Arbitration. If a court of competent jurisdiction determines that Section 14.I (Jury Waiver) and/or Section 14.J (No Class or Consolidated Actions) is invalid or unenforceable with respect to the Dispute, then and only then, notwithstanding any other provision of this Agreement to the contrary, the Dispute must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the AAA pursuant to its then-current commercial arbitration rules and procedures. The arbitration must take place in McLennan County, Texas. The arbitration must be conducted by a single arbitrator. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. The court shall decide the gateway issue of arbitrability. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If this limitation on joinder of or class action certification of claims within arbitration is held to be unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. A judgment may be entered upon the arbitration award in any court of competent jurisdiction. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) except as provided in Section 14.K, assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. Each party will bear its own costs and expenses for the arbitration and will be responsible to pay 50% of the arbitrator's fees and costs (including arbitrator's and AAA's fees and costs); provided that the prevailing party will be entitled to reimbursement of its fees and costs under Section 11.E.

E. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, the parties' relationship or the Business will be entitled to recover its reasonable attorneys' fees and costs (including arbitrator's and AAA's fees and costs).

## DEFAULT AND TERMINATION

12. The following provisions apply with respect to default and termination:

A. Defaults. You are in default if we determine that you or any guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes (i) making any false report to us; (ii) intentionally understating or underreporting or failing to pay when due any amounts required to be paid to us or any of our affiliates; (iii) conviction of you or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Marks or the Business, or any felony; (iv) filing of tax or other liens that may affect this Agreement; or (v) the filing of voluntary or involuntary bankruptcy by or against you or any guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise provided in this Section 12.B: (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. If any of the following defaults occur, you will have no right to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: (i) any material misrepresentation or omission in your franchise application or other reports or information provided to us; (ii) your voluntary abandonment of this Agreement (which includes your failure to operate the Business for seven or more consecutive days); (iii) the closing of the Business by any state or local authorities for public safety reasons; (iv) your registration of any domain name or social media account containing our Marks; (v) any unauthorized use of the Confidential Information; (vi) insolvency of you or guarantor, you or a guarantor making an assignment or entering into any similar arrangement for the benefit of creditors; (vii) conviction of you or any guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of the Marks or the Business, or any felony; (viii) intentionally understating or underreporting Real Revenue, License Fees or MAP Fees or any understatement or 2% variance on a subsequent audit within a 2-year period; (ix) a violation of the non-competition covenant under Section 9.D and/or Schedule F; (x) any actual or attempted unauthorized Transfer in violation of Section 10; (xi) a final

judgment against you in our or our affiliates' favor is issued by a court or an arbitrator of competent jurisdiction; or (xii) any default by you that is the second default of any type within any 12-month consecutive period even if the default(s) were cured.

3. Immediate Termination After No More than 24 Hours to Cure. If a default under this Agreement occurs that materially impairs the goodwill associated with any of the Marks, violates any health or safety law or regulation, violates any System standard as to cleanliness, health and safety, or if the operation of your Business presents a health or safety hazard to the public or to Customers or employees: (i) you will have no more than 24 hours after we provide written notice of the default to cure the default; and (ii) if the default is not timely cured, this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. Termination by You. You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement; provided that: (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 60 days after our receipt of your written notice of breach. Your termination of this Agreement under this Section will not release or modify your post-term obligations under Section 13 of this Agreement.

## POST-TERM OBLIGATIONS

13. Upon the expiration or termination of this Agreement, or the expiration or termination of any Interim Period:

A. Reversion of Rights; Discontinuation of Trademark Use and Use of Intellectual Property. All of your rights to the use of the Marks and Intellectual Property and all other rights and licenses granted herein and the right and license to conduct business under the Marks will revert to us immediately upon expiration or termination of this Agreement without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. Upon our demand, you must assign to us or our assignee your remaining interest in any lease then in effect for the Business (although we will not assume any past due obligations).

You must immediately comply with the post-term noncompetition obligations under Section 9.D, cease all use and display of the Marks, all other Intellectual Property associated with the System and of any proprietary material (including the Operations Manual) and of all or any portion of promotional materials furnished or approved by us, assign and transfer all right, title and interest in the telephone numbers, domain names, and social media or digital marketing accounts used at any time for the Business and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You are solely responsible for removing and ceasing use of the Marks on any social media or digital marketing accounts that you setup for the Business and providing us with written confirmation of the same. You must immediately pay all sums due to us, our affiliates or designees and to third parties, such debts being accelerated automatically without further notice to you. You must immediately deliver to us, at your expense, all copies of the Operations Manual, Customer lists and ongoing Customer contracts then in your possession or

control or previously disseminated to your employees and continue to comply with the confidentiality provisions of Section 5.H. You must promptly, at your expense, remove or obliterate all REAL PROPERTY MANAGEMENT Business signage, displays or other materials in your possession that bear any of the Marks or names or material confusingly similar to the Marks, including all such signage and displays on any vehicles, and so alter the appearance of the Business premises as to differentiate the Business unmistakably from duly licensed REAL PROPERTY MANAGEMENT Businesses identified by the Marks. You must cease any and all advertising and use of any identifying materials generated during the term of the franchise, including, but not limited to, terminating all business listings in electronic and print format, cancelation of all websites, domain names, social media accounts, internet keywords, and telephone numbers (if not assigned to us) used at any time in connection with the Business. You must provide sufficient proof to Franchisor that you have complied with the post-termination obligations. If you fail to immediately de-identify your Business, you must pay all expenses we incur to de-identify your Business.

Upon expiration or termination of this Agreement (or the expiration or termination of any Interim Period), any continued use of the Marks by you or the Business or use of any other Intellectual Property associated with the System: (i) will constitute willful and knowing infringement, dilution of our trademark rights and unfair competition; (ii) will constitute the false designation of origin, source, or sponsorship and false or misleading descriptions and representations in violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125(a), and (iii) may constitute trafficking in a counterfeit mark, among other causes of action.

In the event of expiration or termination of this Agreement (or the expiration or termination of any Interim Period), you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement, including your indemnification obligations under Section 9.B.

B. Claims. You and your owners and guarantors may not assert any claim or cause of action against us or our affiliates arising out of or relating to this Agreement or your Business after the shortest period of (i) the applicable statute of limitations, (ii) two years and one day following the effective date of expiration or earlier termination of this Agreement or (iii) two years and one day from the accrual of any such claim or cause of action; provided that where the two-year-and-one-day limitation of time in clause (ii) or clause (iii) is prohibited or invalid by or under any applicable law, then and in that event only, no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

C. Transfer or Assignment of Customer Agreements. Upon expiration or termination of this Agreement, we have the right, but not an obligation, subject to applicable law, to require the transfer or assignment to us or our designee of all agreements between you and Customers. Upon your receipt of our notice invoking our right under this paragraph, you must immediately cooperate with us and take all actions necessary to ensure that all agreements between you and Customers that we designate are transferred and assigned, within thirty (30) days of our notice, to us or, at our election, to another REAL PROPERTY MANAGEMENT franchisee or a third-party broker, in each case as designated by us. For avoidance of doubt, any such transferee or assignee will only assume your obligations and liabilities under the assigned Customer agreements that arise after the effective date of the transfer or assignment.

D. Option to Purchase Certain Business Assets.

(i) Upon the expiration or termination of this Agreement, we have the right (but not the obligation) to purchase any or all assets of the Business that are owned by you or your affiliates, including leasehold improvements, equipment, supplies and other inventory; provided that we deliver to you notice of our intent to exercise this purchase right within 30 days of such expiration or termination. The purchase price shall be equal to the assets' fair market value, as determined by a qualified independent appraiser mutually agreed upon by us and you. If we elect to exercise this option to purchase, we have the right to set off all amounts due from you under this Agreement, if any, against the purchase price. For avoidance of doubt, the assets subject to this option to purchase will not include Customer Information as Customer Information is at all times owned by us.

(ii) Within 30 days after our receipt of the appraisal report, we or our designated purchaser will identify the assets, if any, that we or our designee intend to purchase at the price designated for those assets in the appraisal report. We or our designated purchaser and you will then proceed to complete and close the purchase of the identified assets, and to prepare and execute purchase and sale documents customary for the assets being purchased, in a commercially reasonable time and manner. We and you will each pay one-half of the appraisal fees and expenses. Our interest in the assets of the Business that are owned by you or your affiliates will constitute a lien thereon and may not be impaired or terminated by the sale or other transfer of any of those assets to a third party. Upon our or our designated purchaser's exercise of the purchase option and tender of payment, you agree to sell and deliver, and cause your affiliates to sell and deliver, the purchased assets to us or our designated purchaser, free and clear of all encumbrances, and to execute and deliver, and cause your affiliates to execute and deliver, to us or our designated purchaser a bill of sale therefor and such other documents as may be commercially reasonable and customary to effectuate the sale and transfer of the assets being purchased.

## GENERAL PROVISIONS

14. The parties agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each party that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each party agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration/Amendments. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed a bar or an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the Operations Manual and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement

together with the addenda and appendices hereto constitutes the entire agreement between the parties concerning the franchise for the Business and supersedes any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Disclosure Document we furnished to you. You must pay us our then-current processing fee (currently $300) if we make any modifications to this Agreement upon your request.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally, in electronic form via email to an authorized email address or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by a reputable overnight service, and addressed as follows:

1. If intended for us, addressed to Real Property Management SPV LLC, at 1010 North University Parks Drive, Waco, Texas 76707, Attn: President; with a copy to 1010 North University Parks Drive, Waco, Texas 76707, Attn: General Counsel;

2. If intended for you, addressed to you at the address set forth on the Data Sheet; or,

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Section.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President or one of our authorized Vice Presidents or other authorized officer.

E. References. If the franchisee is two or more individuals, the individuals are jointly and severally liable hereunder, and references to you in this Agreement include all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

F. Successors/Assigns. Subject to the terms of Section 10 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and permitted assigns of the parties.

G. Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. The parties agree that the execution of this Agreement and the acceptance of its terms occurred in the state of Texas. The parties further agree that the performance of material obligations arising under the Agreement, including but not limited to, your payment of monies due hereunder and the satisfaction of certain of our training requirements, shall occur in the state of Texas. Accordingly, subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 11, this Agreement, the parties' rights under this Agreement, and the relationship between the parties under this Agreement are

governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Texas (excluding any conflicts of laws principles).

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "Reasonable Business Judgment" (as defined below) in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of "Reasonable Business Judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product and service quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

H. Venue. Any dispute between you and us or any of our or your affiliates, including without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Business, including disputes not resolved through mediation, must be brought in the state or federal district court located in McLennan County, Texas. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts and specifically waive any objection to the jurisdiction and venue of such courts. The parties specifically waive the right to remove any action brought in the state court of McLennan County, Texas to a federal district court. The provisions of this Section will survive the termination of this Agreement. The parties are aware of and acknowledge the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agree to be bound in the manner set forth.

I. **Jury Waiver. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT AND CLAIMS ARISING OUT OF THE PARTIES' RELATIONSHIP.**

J. **No Class or Consolidated Actions. ALL CLAIMS, CONTROVERSIES AND DISPUTES MAY ONLY BE BROUGHT BY THE FRANCHISEE ON AN INDIVIDUAL BASIS AND MAY NOT BE COMBINED OR CONSOLIDATED WITH ANY CLAIM, CONTROVERSY OR DISPUTE FOR OR ON BEHALF OF ANY OTHER FRANCHISEE OR BE PURSUED AS PART OF A CLASS ACTION.**

K. Waiver of Punitive and Consequential Damages. Except with respect to indemnification obligations hereunder with respect to third-party claims and except for damages

under the Lanham Act, you and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any consequential, indirect, special, punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained. Notwithstanding anything herein to the contrary, each party waives, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other.

L. WAIVER OF CONSUMER RIGHTS. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., BUSINESS AND COMMERCE CODE, AND UNDER ANY OTHER SIMILAR LAW OF TEXAS OR ANY OTHER JURISDICTION THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER AN ADEQUATE OPPORTUNITY TO REVIEW THIS PROVISION INCLUDING THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF YOUR OWN SELECTION, YOU VOLUNTARILY CONSENT TO THIS WAIVER.

M. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

N. Construction. The parties mutually agree that any ambiguities in this Agreement shall not be construed or interpreted more strictly against the drafting party.

O. Force Majeure. A party's failure of performance of this Agreement according to its terms will not be deemed a breach of this Agreement to the extent such failure was caused by events beyond the party's control and which could not be avoided by the exercise of due care, including but not limited to, terrorism, strikes (except those caused by employees or agents), war, riots, civil disorder, and acts of government except as may be specifically provided for elsewhere in this Agreement. Nothing in this provision shall excuse a party from any obligations, or deprive any party of rights, that survive termination of this Agreement, including but not limited to those obligations and rights set forth in Section 9.B and 9.D.

P. Adaptations and Variances. You acknowledge that complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the standards, specifications, and requirements for any franchised business based on conditions we deem important to the operation of such business and/or the System, as more particularly set forth in the Operations Manual. We are not required to grant you a like or other variation. You acknowledge that the obligations and rights of the parties to other agreements may differ materially from your rights and obligations under this Agreement.

Q. Notice of Potential Profit. You acknowledge that we and/or our affiliates may from time to time make a profit on our sales of goods or services to you for use in your Business. Further, we and/or our affiliates may from time to time receive rebates and/or other consideration from suppliers and/or manufacturers in respect of sales of goods or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said rebates, profits and/or consideration and we may use same as we deem appropriate.

R. Anti-Terrorism Provision. You and each of your Owners represent and warrant to us that: (i) neither you nor any Owner is named, either directly or by an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control currently located at www.treas.gov/offices/ enforcement/ofac/; (ii) you and each Owner will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act (currently located at www.epic.org/privacy/ terrorism/hr3162.html), U.S. Executive Order 13244 (currently located at www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html) or any similar laws; and (iii) you and each Owner shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

S. Franchisor's Affiliates. You agree that except for any affiliate that guarantees our performance hereunder pursuant to a guarantee included in our Franchise Disclosure Document, no other past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Real Property Management SPV LLC will have any liability for: (i) any obligations or liabilities of Real Property Management SPV LLC relating to or arising from this Agreement; (ii) any claim against Real Property Management SPV LLC based on, in respect of, or by reason of the relationship between you and Real Property Management SPV LLC; or (iii) any claim against Real Property Management SPV LLC based on any alleged unlawful act or omission of Real Property Management SPV LLC.

EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED TO BIND THE RESPECTIVE PARTY TO THIS AGREEMENT. THIS AGREEMENT IS NOT BINDING OR ENFORCEABLE UNTIL WE SIGN IT.

[*Signature Page Follows*]

**IN WITNESS WHEREOF**, the parties have executed this Franchise Agreement as of the dates written below.

FRANCHISEE:

_____
_____, individually

_____
Date

FRANCHISOR:

REAL PROPERTY MANAGEMENT SPV LLC
A Delaware limited liability company

BY: _____
Jeffrey Pepperney, President

_____
Date

Schedule A to the Franchise Agreement

**Data Sheet**

**1. Franchisee:** _____

_____

_____

_____

Email: _____

Telephone: _____

Cell Phone: _____

**2. Owners.** You represent and warrant to us that the following persons are the only Owners of Franchisee:

| Name | Home Address | Percentage of Ownership | Principal Owner (Y/N) |
|---|---|---|---|
| | | | |
| | | | |

The foregoing Principal Owners will be devoting their full time to the Business with _____ being identified as the Managing Principal Owner. The Managing Principal Owner is a Principal Owner for all purposes under this Agreement, except that the Managing Principal Owner shall have primary responsibility for the management of the Business and shall have the authority to make all decisions on behalf of the Franchisee and the Managing Principal Owner's decisions will bind the Franchisee.

Within 10 days from the date of any and every change in the identity and/or ownership holdings of any Owner of Franchisee (any such change being subject to the limitations and requirements of this Agreement, including Section 10) or a change in the identity of the Managing Principal Owner you must update this Data Sheet accordingly and provide us a copy of the updated Data Sheet.

**3. Territory.**

Your non-exclusive Territory is:

****_____. If you propose to change the location of your Business, the Franchise Location must remain located within a 3-mile radius of your initial Franchise Location, and must be approved by us. ****

**4. Initial Franchise Fee:** $_____[1]

_____ Roll-in: the above listed Initial Franchise Fee reflects a discount of ___% for ____ properties which Franchisee has attained in the Existing Business and has hereby rolled into the Business (pursuant to the Roll-In Addendum attached hereto as Schedule I).

**5. License Fees:** Beginning on the Effective Date, the greater of (a) the amount of the Real Revenue License Fee calculated as set forth in the first table below or (b) the Minimum License Fee set forth in the second table below.

| **License Fees** | **% of Real Revenue** |
|---|---|
| **Months 1-12** | 8.5% |
| **Months 13-24** | 8.25% |
| **Months 25 – End** | 8% |

| **Minimum License Fees** | | | | |
|---|---|---|---|---|
| **Type Fee** | **Months 1-4** | **Months 5-12** | **Months 13 – 24** | **Months 25 – End** |
| **Standard** | $0 | $250 | $500 | $1,000 |

**6. MAP Fee:** 2% of Real Revenue

**7. Local Marketing Spend:** Annual minimum local marketing requirement: the greater of (i) $32,000 per calendar year or (ii) 5% of Real Revenue for the prior calendar year.

**8. Effective Date:** _____

[SIGNATURES ON FOLLOWING PAGE]

[1] Initial Franchise Fee equal to $69,900 for Territory with population that exceeds 100,000 people and 10,000 single family rentals, *minus* applicable discounts.

FRANCHISEE:

_____
_____, individually

_____
Date

FRANCHISOR:

REAL PROPERTY MANAGEMENT SPV LLC
A Delaware limited liability company

BY: _____
Jeffrey Pepperney, President

_____
Date

Schedule B to the Franchise Agreement

**ACH FORM**

ACH Origination services will not be considered until this application is
**FILLED OUT COMPLETELY**

| | |
|---|---|
| Date of Application: | Business Phone: |
| Franchise ID #: | Cell Phone: |
| Franchise Business Owner Name: | |
| Name of DBA: | |
| Contact Person: | Title: |
| Business Address: | |
| *SPECIAL DRAFTING INSTRUCTIONS:* | |

***Please complete blanks below with your banking information using the sample as a reference only, or attach a sample voided check that displays the required information.***

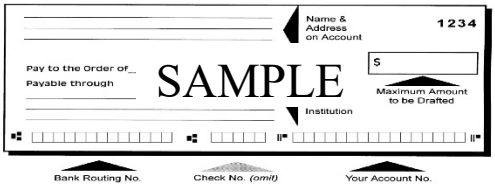
We recommend attaching an image of a cancelled check, banking statement that clearly shows the routing and accounting number to ensure accuracy:

Name of Financial Institution:

Name and Address on Account:

Bank Routing No.:

Account No:




I hereby authorize REAL PROPERTY MANAGEMENT SPV LLC ("Franchisor"), its affiliates, including Neighborly Assetco LLC, and the financial institution named above to initiate entries, including debit and credit entries, to my checking/savings account identified above periodically, including weekly, monthly, annually or as necessary, on a day specified from time to time by Franchisor to pay all fees, charges and any other amounts owed (including, License Fees, MAP fees, call center fees, late fees, interest charges, note payments, software fees and any other amounts owed) pursuant to the terms of the Franchise Agreement and all related agreements entered into with Franchisor and/or its affiliates, with License Fees and MAP fees to be in accordance with the weekly sales analysis submitted by me; and, if necessary, to initiate adjustments for any transactions credited in error. These debits are related to the operation of the franchised business and the amount of each debit will vary, including from week to week, to a maximum amount (if any) as set forth in the Franchise Agreement. The credits are the amounts due to the franchised business that Franchisor receives from third parties for services performed by the franchised business net of Franchisor's deductions for audit and any related administrative fees and/or credit entries to correct any debit entries that may have been made in error. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the financial institution at least 3 days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to 15 days following issuance of my statement by the financial institution or up to 60 days after deposit, whichever occurs first.

_____ _____

Date Signature of Franchisee

Schedule C to the Franchise Agreement

**PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT**

In consideration of the execution of the Franchise Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Franchise Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including the provisions in Section 9, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of the Franchise Agreement.

Each of the undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, each of the undersigned consents and agrees that: (i) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (ii) such liability will not be diminished, relieved or otherwise affected by franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or any amendment or extension of the Franchise Agreement, with or without notice to the undersigned. It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of our successors and assigns.

FRANCHISEE: _____

PERSONAL GUARANTORS:

_____
_____, individually
Address
City, State, Zip Code
Telephone

Schedule D to the Franchise Agreement

**THIS SCHEDULE D DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, or WI.**

## ACKNOWLEDGMENT ADDENDUM TO REAL PROPERTY MANAGEMENT FRANCHISE AGREEMENT

*As you know, you and we are entering into a Franchise Agreement for the operation of a REAL PROPERTY MANAGEMENT franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following statements carefully and confirm their accuracy or advise us of their inaccuracy.*

**Acknowledgments and Representations**. I, the undersigned, hereby acknowledge and represent to Real Property Management SPV LLC as follows:

1. I have received a copy of Real Property Management SPV LLC Franchise Disclosure Document (and all exhibits and attachments) (the "Disclosure Document") at least fourteen calendar days prior to signing the REAL PROPERTY MANAGEMENT Franchise Agreement (the "Franchise Agreement").
   *Please select one:* ☐ **I Agree** ☐ **I Disagree**
   *If you disagree, please comment*:_____

2. I have reviewed carefully the Disclosure Document and Franchise Agreement.
   *Please select one:* ☐ **I Agree** ☐ **I Disagree**
   *If you disagree, please comment*:_____

3. I understand all the information contained in both the Disclosure Document and Franchise Agreement.
   *Please select one:* ☐ **I Agree** ☐ **I Disagree**
   *If you disagree, please comment*:_____

4. No oral, written or visual claim or representation was made to me that contradicted the disclosures in the Disclosure Document.
   *Please select one:* ☐ **I Agree** ☐ **I Disagree**
   *If you disagree, please comment*:_____

5. Other than as expressly stated in Item 19 of the Disclosure Document, no employee or other person speaking on behalf of Real Property Management SPV LLC has made any oral, written or visual

claim, statement, promise or representation to me that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any REAL PROPERTY MANAGEMENT business, or the likelihood of success at my franchised business.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

6. No employee or other person speaking on behalf of Real Property Management SPV LLC has made any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

7. I acknowledge and agree that except for the right granted to me to operate a REAL PROPERTY MANAGEMENT Business within the Territory during the Franchise Agreement term so long as I am in compliance with the Franchise Agreement. Real Property Management SPV LLC and its affiliates reserve all other rights to the Marks and the System and they may engage in any activity whatsoever, whenever and wherever they desire, as set forth in the Franchise Agreement.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

8. The Franchise Agreement together with the addenda and appendices thereto constitutes the entire agreement between me and Real Property Management SPV LLC concerning the franchise for the REAL PROPERTY MANAGEMENT Business and supersedes any and all prior negotiations, understandings, representations, and agreements, which means that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding. However, nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations Real Property Management SPV LLC made in the Disclosure Document it furnished to me.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

9. I acknowledge and agree that in entering into the Franchise Agreement I have not relied on and am not relying on any representations, warranties or other statements whatsoever, whether written or oral other than those included in the Franchise Agreement and the Disclosure Document (including any exhibits, addenda, amendments and attachments) and that I will not have any right or remedy rising out of any representation, warranty or other statement not expressly set out in the Franchise Agreement and the Disclosure Document (including any exhibits, addenda, amendments and attachments). I am entering into the Franchise Agreement as a result of my own independent investigation of the franchised business and not as a result of any representations about REAL PROPERTY MANAGEMENT system made by REAL PROPERTY MANAGEMENT SPV LLC's shareholders, officers, members, managers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in the Franchise

Agreement or in any disclosure document given to me pursuant to applicable law. I UNDERSTAND THAT I SHOULD NOT SIGN THE FRANCHISE AGREEMENT IF I BELIEVE REAL PROPERTY MANAGEMENT SPV LLC OR ANY OF ITS REPRESENTATIVES HAVE PROMISED ME SOMETHING THAT IS NOT PART OF THE FRANCHISE AGREEMENT, ANY ATTACHED EXHIBIT, SCHEDULE OR ADDENDUM OR THE FRANCHISE DISCLOSURE DOCUMENT.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

10. I understand that the success or failure of my REAL PROPERTY MANAGEMENT Business will depend in large part upon my skills and experience, my business acumen, my location, the local market for products under the REAL PROPERTY MANAGEMENT trademarks, interest rates, the economy, inflation, taxes, the number of employees I hire and their compensation, the extent to which I follow established systems, policies and guidelines, the cost of capital and the extent to which I finance the business operations, my contractual arrangements with suppliers, landlords and professional advisors, competition and other economic and business factors. Further, I understand that the economic and business factors that exist at the time I open my REAL PROPERTY MANAGEMENT Business may change.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

11. I understand that I am bound by the non-compete covenants (both in-term and post-term) and that an injunction is an appropriate remedy to protect the interest of the REAL PROPERTY MANAGEMENT system if I violate the covenant(s). Further, I understand that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

12. I understand that any training, support, guidance or tools Real Property Management SPV LLC provides to me as part of the franchise are for the sole purpose of protecting the REAL PROPERTY MANAGEMENT brand and Marks and the Intellectual Property associated with the System and to assist me in the operation of my business and not for the purpose of controlling or in any way intended to exercise or exert control over my decisions or day-to-day operations of my business, including my sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of my employees and all other employment and employee related matters.

*Please select one:* ☐ **I Agree** ☐ **I Disagree**

*If you disagree, please comment*:_____

13. The individuals identified on the receipt pages of my Disclosure Document as the franchise sellers are the only franchise sellers (i.e. the company representatives who offered me my franchise) involved in this franchise sales process.
*Please select one:* ☐ **I Agree** ☐ **I Disagree**
*If you disagree, please identify any additional franchise sellers involved in this franchise sales process*:_____

14. I have been advised to seek professional assistance, to have legal, financial and/or other professional advisors review the documents, and to consult with other franchise owners regarding the risks associated with the purchase of the franchise.
*Please select one:* ☐ **I Agree** ☐ **I Disagree**
*If you disagree, please comment*:_____

*IF MORE SPACE IS NEEDED TO RESPOND TO ANY REPRESENTATION, CONTINUE ON A SEPARATE SHEET AND ATTACH.*

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT AND THAT REAL PROPERTY MANAGEMENT SPV LLC WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, I REPRESENT THAT I HAVE CONSIDERED EACH REPRESENTATION CAREFULLY AND RESPONDED FULLY AND TRUTHFULLY.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**

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 any applicable law that prohibits releases, estoppels or waivers of liability under such law. Should one or more clauses of this Addendum be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Addendum shall be valid and in full force and effect. **Do not sign** this Acknowledgement if you are a resident of Maryland or the franchise is to be operated in Maryland.

**FRANCHISEE:**

_____
_____, individually

_____
Date

Schedule E to the Franchise Agreement

**TELEPHONE NUMBER AND INTERNET AGREEMENT**

_____
(Name of Telephone Company)

_____
(Address)

_____
(City, State, Zip)

This TELEPHONE NUMBER AND INTERNET AGREEMENT, ASSIGNMENT AND POWER OF ATTORNEY ("Assignment") is made pursuant to the terms of the Franchise Agreement dated _____ ("Agreement") by and between REAL PROPERTY MANAGEMENT SPV LLC ("Franchisor") and _____ ("Franchisee"), authorizing Franchisee to use Franchisor's Marks and System in the operation of a business providing property management services, including but not limited to maintenance and repair management services, tenant placement, and rent collection (the "Franchised Business") in and for the Territory. Capitalized terms used herein without a definition shall have the meaning assigned to them in the Agreement.

For value received, Franchisee hereby irrevocably assigns to Franchisor all telephone listings and numbers at any time used by Franchisee in any printed or internet telephone directory in connection with the operation of the Franchised Business in the Territory, whether now-existing or adopted by Franchisee in the future, (collectively "Telephone Listings") and all email addresses, domain names, social media accounts and comparable electronic identities that use the Marks or any portion of them at any time used by Franchisee in connection with any Internet directory, website or similar item in connection with the operation of the Franchised Business, whether now-existing or adopted by Franchisee in the future, (collectively "Internet Listings") (collectively referred to herein as "Listings"). From time to time upon Franchisor's request, Franchisee agrees to promptly provide a complete list of all Listings to Franchisor (in such format and level of detail as required by Franchisor).

Franchisee shall have the right to use the Listings only in connection with advertising and promoting the Franchised Business in the Territory. Franchisee agrees to pay all amounts pertaining to the use of the Listings incurred by it when due. Upon expiration or termination of the Agreement for any reason, Franchisee's right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, including all sums owed under existing contracts for telephone directory advertising and to immediately at Franchisor's request, (i) take any other action as may be necessary to transfer the Listings and numbers to Franchisor or Franchisor's designated agent, (ii) install and maintain, at Franchisee's sole expense, an intercept message, in a form and manner acceptable to Franchisor, on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of any telephone directory or directory assistance listing, Internet directory, website, social media account or advertising, whether published or online.

Franchisee agrees that Franchisor may require that all telephone numbers and telephone and internet equipment and service must be owned or provided by Franchisor or a supplier approved by Franchisor and that Franchisor has the right to require Franchisee to "port" or transfer to Franchisor or an approved call routing and tracking vendor all phone numbers associated with the Franchised Business or

published in any print or online directory, advertisement, marketing or promotion associated with the Marks.

Franchisee appoints Franchisor as Franchisee's attorney-in-fact, to act in Franchisee's place, for the purpose of assigning any Listings covered by this Assignment to Franchisor or Franchisor's designated agent or taking any other actions required of Franchisee under this Assignment. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings, and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee's rights under the Agreement for any reason. Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power of attorney is created to secure performance of a duty to Franchisor and is for consideration.

FRANCHISEE:

_____
_____, individually

_____
Date

Schedule F to the Franchise Agreement

# CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** is entered into by the undersigned, _____ ("you"), for the benefit of **REAL PROPERTY MANAGEMENT SPV LLC**, a Delaware limited liability company, having its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor"), and _____ ("Franchisee").

WHEREAS, you are associated with Franchisee as a spouse or owner of Franchisee;

WHEREAS, Franchisor intends to enter into a Franchise Agreement (the "Franchise Agreement") pursuant to which Franchisor will grant Franchisee (or a legal entity owned and/or controlled by Franchisee) a license to use Franchisor's trademarks, services marks, logos and other indicia of origin (the "Marks") and Franchisor's methods of operation (the "System") in connection with the operation of a business providing property management services, including but not limited to maintenance and repair management services, tenant placement, and rent collection, and related services (the "Franchise") in and for a specified geographical area described in the Franchise Agreement. (Capitalized terms used herein without a definition shall have the same meaning as assigned to them in the Franchise Agreement); and

WHEREAS, Franchisor has undertaken, at considerable effort and expense, to create the System which will be revealed to Franchisee pursuant to the Franchise Agreement and you either will be involved in the operation of the franchise, or, if a spouse of Franchisee, may not intend to hold an ownership interest in the Franchise or be actively involved in the operation of the Franchise but through your relationship with Franchisee, will be exposed to and learn many procedures, techniques and other matters that are identified and treated by Franchisor as confidential, proprietary or trade secret, including, without limitation, information regarding the operational, sales, and marketing methods and techniques of Franchisor, which are beyond your skills and experience ("Confidential Information"); and

WHEREAS, you agree that you will receive material benefit from Franchisor entering into the Franchise Agreement with Franchisee. In exchange for that good consideration, you agree to execute and be bound by this Agreement, including the noncompetition covenant set forth herein.

NOW, THEREFORE, you hereby agree as follows:

1. Acknowledgement of Confidentiality Obligation. You acknowledge that through your association or relationship with Franchisee, you will receive valuable Confidential Information that provides a competitive advantage in the development of the Franchise. You acknowledge and agree that the Confidential Information and any Operations Manual are confidential and proprietary in nature and contain trade secrets belonging to Franchisor and that all such tangible evidence of Confidential Information is a property right of great value to Franchisor. You hereby agree to be bound by the provisions of the Franchise Agreement related to confidentiality and protection of trade secrets, including but not limited to Section 5.H of the Franchise Agreement, to the same extent as if a party to the Franchise Agreement.

2. Non-Use. You agree not to (a) use Confidential Information without prior written approval from Franchisor or as otherwise permitted by the Franchise Agreement, or (b) do or perform any other act injurious to the goodwill associated with the Marks and the System.

3. Non-Disclosure. Without prior written approval from Franchisor, you agree not to disclose, communicate or divulge any Confidential Information for your benefit or for the benefit of any other third party, including, without limitation, a competitor of the Franchise and/or Franchisor.

4. Exclusions. Confidential Information does not include and this Agreement does not apply to information that you can establish by reliable documentary evidence (a) was previously known by you, (b) is or becomes part of the public domain other than through your wrongful act, (c) is otherwise lawfully in your hands by a means other than breach of this Agreement or (to your knowledge) third party's breach of its confidentiality obligation to Franchisor, or (d) is sought pursuant to a subpoena or written discovery ("Process"); provided that Franchisor shall be immediately notified of the receipt of the Process, whereupon Franchisor has the right to request that Franchisee and/or you delete the Confidential Information from the scope thereof, and if Franchisee or you refuse, then Franchisor may seek any and all available remedies, including, without limitation, commencing proceedings to enjoin the disclosure of Confidential Information or intervening impending proceedings to seek the entry of protective orders or other appropriate relief. Nothing in this Agreement shall be construed to interfere with a party's obligations to comply with lawful court orders; however, no disclosure of Confidential Information by a party pursuant thereto shall be deemed to place the Confidential Information in the public domain or to relieve the party from the future performance of all its confidentiality obligations under this Agreement, absent express orders of the court to the contrary.

5. Covenant Not to Compete. Except as otherwise approved in writing by Franchisor, you may not, directly or indirectly, through, on behalf of, or in conjunction with, any other person, partnership, or legal entity, own, maintain, operate, or engage or participate in, inure benefit to, or have any financial interest, either as an officer, agent, employee, principal, partner, director, shareholder or any other individual or representative capacity, in any corporation, partnership or other legal entity that engages in any business that is the same as or similar to the Franchise, or is otherwise in competition with the business of Franchisor or Franchisor's franchisees, that engages in the distribution of similar products, services and/or equipment and that is located (a) anywhere, while the Franchise Agreement is in effect or (b) (i) within the territory specified on the Data Sheet to the Franchise Agreement, (ii) within a 25-mile radius of the outer boundary of such territory, or (iii) inside the territory of another REAL PROPERTY MANAGEMENT business, in each case during a period of two (2) years commencing with the earlier of the termination of the Franchise Agreement or the date on which you cease to be associated with Franchisee (or the individual who is the principal of a legal entity identified as Franchisee) whether because of a termination of an employment arrangement or marriage or otherwise, which period shall be extended by any period of non-compliance. You further agree that upon Franchisor's request you shall make his/her personal and business records available for inspection by Franchisor to determine your compliance with this provision.

6. Customer Non-Solicitation Covenant. In addition, you agree that during the term of the Franchise Agreement and for a period of one year commencing with the earlier of the termination of the Franchise Agreement or the date on which you cease to be associated with Franchisee (or the individual who is the principal of a legal entity identified as Franchisee) whether because of a termination of an employment arrangement or marriage or otherwise, you will not, without our prior written consent, directly or indirectly, for yourself or on behalf of any other person divert, or attempt to divert, any business or customer of the Business or any other REAL PROPERTY MANAGEMENT Business to any competitor by direct or indirect inducement.

7. Scope of Covenants. The parties agree that each of the foregoing covenants in Section 5 and Section 6 will be construed as independent of any other covenant or provision of this Agreement. To the extent anyone successfully contests the validity or enforceability of any part of Section 5 or Section 6 in its present form predicated upon the scope of coverage, this provision will not be deemed invalid or unenforceable, but will instead be deemed modified, so as to be valid and enforceable, to provide coverage for the maximum scope that any court of competent jurisdiction or arbitrator will deem reasonable and necessary to protect Franchisor's legitimate interests.

8. Choice of Law and Jurisdiction. This Agreement shall be governed by the internal laws of the State of Texas, without regard to conflicts of laws provisions. You agree that any litigation or legal action to enforce or relating to this Agreement shall be filed in Waco, McLennan County, Texas. You hereby consent to the jurisdiction of such Courts and further agree to waive any rights or objections to the jurisdiction or venue of any such actions when filed in such Courts.

9. Legal Fees and Costs. Any unauthorized disclosure following execution of this Agreement may be cause for suit for injunctive relief and damages. If you breach this Agreement, you shall pay reasonable attorney's fees and other costs incurred by Franchisor and/or Franchisee in enforcing the provisions of this Agreement. If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and all costs and disbursements allowed by law.

10. Defend Trade Secrets Act of 2016 Disclosure. 18 U.S.C. § 1833(b) states: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the Parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

11. Entire Agreement. This Agreement sets forth the entire understanding among you, Franchisor and Franchisee with respect to its subject matter and cannot be changed except by written instrument signed by you, Franchisor and Franchisee. There are no representations of any kind except as contained herein. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

_____
Signature, individually

_____
Date

Schedule G to the Franchise Agreement

**PROMISSORY NOTE AND SECURITY AGREEMENT**

**DATE:** _____

**DEBTOR:** _____

**DEBTOR'S MAILING ADDRESS:** _____

**SECURED PARTY:** Real Property Management SPV LLC
a Delaware limited liability company
doing business as Real Property Management,
or its successors or assigns

**SECURED PARTY'S MAILING ADDRESS:** 1010 North University Parks Drive, Waco, Texas 76707

**PRINCIPAL:**_____ AND 00/100 DOLLARS ($____.__)

**INTEREST:** Interest shall accrue on the unpaid PRINCIPAL balance beginning thirty (30) days before the due date of the first payment until paid in full at the rate of __% per annum. Upon maturity, whether by acceleration or otherwise, all unpaid amounts shall bear interest at the lesser of (i) the maximum rate permitted by applicable law or (ii) __% per annum.

**TERMS OF PAYMENT:**

The principal and interest of this note shall be payable in monthly installments of _____ **AND** 00/100 **DOLLARS ($_____)** each, beginning on _____ and continuing on the first day of each month thereafter until _____, on which date the entire principal balance, any accrued, unpaid interest and all other amounts payable under this document are due in full. By execution of the ACH Form attached to the Franchise Agreement entered into by and between DEBTOR and SECURED PARTY (the "Franchise Agreement"), DEBTOR authorizes SECURED PARTY and the financial institution named thereon to make the foregoing payments from DEBTOR'S account until DEBTOR cancels such automatic draft in accordance with the terms of the Authorization or this note is paid in full.

DEBTOR promises to pay PRINCIPAL and INTEREST according to the above TERMS OF PAYMENT to the order of SECURED PARTY. This note may be prepaid in any amount at any time before maturity without penalty. Installments shall continue to be payable regularly after any partial payment unless and until this note has been fully paid. INTEREST shall be calculated on the unpaid PRINCIPAL to the date of any payment or prepayment, with that payment or prepayment being credited first to pay the accrued INTEREST and then to reduce the PRINCIPAL.

If DEBTOR defaults in the payment of any indebtedness or the performance of any obligations under this document or any document collateral to it, including, without limitation, the Franchise Agreement, or DEBTOR sells, assigns or transfers the Franchise Agreement or any interest therein or in the franchise granted thereunder to a third party, SECURED PARTY may declare the entire unpaid PRINCIPAL, earned INTEREST and any other amounts payable under this document immediately due. DEBTOR and each surety, endorser and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate, notices of acceleration, protests and notices of protest to the extent permitted by law.

If this document or any document collateral to it, including, without limitation, the Franchise Agreement, is given to an attorney for collection or enforcement, is collected or enforced after suit is brought for that purpose or is collected or enforced through probate, bankruptcy or other judicial proceeding, DEBTOR shall pay SECURED PARTY all costs of collection and enforcement (including, without limitation, reasonable attorney's fees and court costs) in addition to amounts due. Debtor shall pay all reasonable costs of collection and enforcement incurred by SECURED PARTY, including reasonable attorneys' fees and court costs, whether incurred before or after judgment and including costs incurred in bankruptcy or insolvency proceedings, to the extent permitted by applicable law.

Interest on any indebtedness under this document or any document collateral to it shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged or received under law. Any interest in excess of that maximum amount shall be credited on the principal of the indebtedness or, if that has been paid, refunded. Any such excess resulting from any acceleration or prepayment shall be canceled automatically or, if already paid, credited on the unpaid principal of the indebtedness or, if the principal of the indebtedness has been paid, refunded. This provision overrides other provisions in this and all other instruments related hereto.

If any installment of this note is not paid within thirty (30) days of its due date, a late charge in the amount of TEN AND NO/100 DOLLARS ($10.00) per payment per day will be paid by DEBTOR upon demand as compensation for any expense or inconvenience incurred in collecting that delinquent installment. DEBTOR is not hereby authorized to be delinquent in paying any installment. Any demand for a late charge shall not affect any other remedies available.

If any draft or check is returned by DEBTOR'S financial institution for insufficient funds or any other reason, SECURED PARTY is entitled to reimbursement from DEBTOR in the amount of TWENTY FIVE AND 00/100 DOLLARS ($25.00) per draft or check. Any demand for reimbursement shall not in any manner affect any other remedies available.

**COLLATERAL:**

All right, title and interest of DEBTOR to all fixtures, furniture, leasehold improvements, furnishings, materials, supplies, equipment, goods, machinery, general intangibles, money, accounts, inventory, chattel paper, documents, instruments, commercial tort claims, deposit accounts, investment property, letter-of-credit rights, letters of credit and other personal property of any kind whatsoever, whether now or hereafter existing, arising, acquired or used by DEBTOR in any manner in connection with the REAL PROPERTY MANAGEMENT franchise operated by DEBTOR under the Franchise Agreement or any other business which has provided or is providing services in any manner related to property management, including but not limited to maintenance and repair management services, tenant placement, and rent collection, and performing related services and selling related products; and all replacements, betterments, substitutions, renewals, additions, products and proceeds thereto or therefrom.

The term COLLATERAL shall also include (i) all proceeds (as defined in the Uniform Commercial Code), including without limitation cash proceeds, non-cash proceeds, insurance proceeds and other proceeds arising from the sale, lease, license, exchange or other disposition of the COLLATERAL, together with all products, replacements and substitutions thereof, whether now or hereafter arising (ii) and all right, title, and interest of Debtor in any equipment or vehicles used in the operation of the franchised business, whether owned, leased, or otherwise possessed by DEBTOR, including any rights arising under any lease, financing arrangement, or other agreement relating thereto, and any ownership interest or equity arising upon payoff, expiration or termination of such lease or financing arrangement.

The COLLATERAL includes all property of the types described above whether now owned or hereafter acquired.

**GRANT OF SECURITY INTEREST:**

DEBTOR grants SECURED PARTY a security interest in the COLLATERAL to secure the payment of all indebtedness owed and the performance of all obligations performable by DEBTOR to or for SECURED PARTY (including, without limitation, all indebtedness and obligations under this document or any document collateral to it).

SECURED PARTY's sole duty with respect to the custody, safekeeping and physical preservation of COLLATERAL in its possession or under its control will be to use reasonable care in the custody and preservation of such COLLATERAL. DEBTOR agrees that SECURED PARTY will be deemed to have used reasonable care in the custody and preservation of COLLATERAL if SECURED PARTY deals with such COLLATERAL in the same manner as SECURED PARTY deals with similar property for its own account and, to the extent permitted by applicable law. SECURED PARTY need not take any steps to preserve rights against any other person or entity. Neither SECURED PARTY nor any of its directors, officers, managers, members, employees or agents will be liable for failure to demand, collect or realize upon the COLLATERAL or will be under any obligation to sell or otherwise dispose of any COLLATERAL.

DEBTOR confirms that value has been given, that DEBTOR has rights in the COLLATERAL, and that DEBTOR and SECURED PARTY have not agreed to postpone the time for attachment of the security interest to any of the COLLATERAL. In respect of COLLATERAL which is acquired after the execution date of this Promissory Note and Security Agreement, the time for attachment will be the time when DEBTOR acquires such COLLATERAL.

SECURED PARTY may (and DEBTOR hereby authorizes SECURED PARTY to) execute and file such financing statements and other documents as SECURED PARTY may at any time deem appropriate to perfect the foregoing security interest. Without limiting the generality of the foregoing, DEBTOR authorizes SECURED PARTY to file financing statements designating the collateral as "all personal property" or "all assets" of DEBTOR, and authorizes, ratifies, and approves any financing statement filed by SECURED PARTY on or prior to the date of this document.

**DEBTOR'S WARRANTIES AND COVENANTS:**

For purposes of this section, "Permitted Liens" means (i) liens securing purchase-money obligations or capitalized leases for equipment or vehicles used in the operation of the franchises businesses, provided such liens attach only to the equipment or vehicles being financed, and (ii) other liens approved in writing by Secured Party.

DEBTOR warrants, represents and covenants that: 1) No financing statement covering the COLLATERAL is filed in any public office; 2) DEBTOR is validly existing and in good standing under the laws of the state of its jurisdiction of organization, and the execution and delivery of this document by DEBTOR and the performance of its obligations hereunder have been duly authorized by all necessary action in accordance with applicable laws; 3) DEBTOR owns the COLLATERAL, free and clear of all liens other than liens in favor of SECURED PARTY and Permitted Liens, and has the authority to grant this security interest; 4) none of the COLLATERAL is or will be affixed to real estate, an accession to any goods, commingled with other goods, or a fixture, accession or part of a product or mass with other goods except to the extent arising in the ordinary course of DEBTOR'S franchised business; 5) all information about DEBTOR'S financial condition provided to SECURED PARTY was accurate when submitted, as

will be any information subsequently provided; 6) DEBTOR will defend the COLLATERAL against all claims and demands adverse to SECURED PARTY'S interest in it; 7) the COLLATERAL will remain in DEBTOR'S possession or control at all times; 8) DEBTOR will maintain the COLLATERAL in good condition and protect it against misuse, abuse, waste and deterioration except for ordinary wear and tear resulting from its intended use; 9) DEBTOR will insure the COLLATERAL in accordance with SECURED PARTY'S reasonable requirements regarding choice of carrier, casualties insured against and amount of coverage; 10) insurance policies will be written in favor of DEBTOR and SECURED PARTY according to their respective interests or according to SECURED PARTY'S other requirements; 11) all insurance policies shall provide that the SECURED PARTY will receive at least ten (10) days' notice before cancellation, and the policies or certificates evidencing them will be provided to SECURED PARTY when issued; 12) DEBTOR assumes all risk of loss or damage to the COLLATERAL to the extent of any deficiency in insured coverage; 13) DEBTOR irrevocably appoints SECURED PARTY as DEBTOR'S attorney-in-fact to collect on DEBTOR'S behalf any returned unearned premiums and proceeds of any insurance on the COLLATERAL and to endorse any draft or check deriving from the policies and made payable to DEBTOR; 14) DEBTOR will pay all expenses incurred by SECURED PARTY in negotiating, obtaining, preserving, perfecting, defending and enforcing this document, any document collateral to it or the COLLATERAL (expenses for which DEBTOR is liable include, without limitation, taxes, assessments, reasonable attorney's fees and other legal expenses, these expenses will bear interest from the dates of payments at the highest legal rate of interest, and DEBTOR will pay SECURED PARTY this interest on demand at a time and place reasonably specified by SECURED PARTY); 15) DEBTOR will sign any papers that SECURED PARTY considers necessary to obtain, maintain and perfect this security interest or to comply with any relevant law, including, without limitation, such documents as may be required to have the security interest granted hereunder properly noted on a certificate of title; 16) DEBTOR will immediately notify SECURED PARTY in writing of any material change in the COLLATERAL, of any change in DEBTOR'S name, address or location, of any change in any matter warranted or represented in this document or any document collateral to it, of any change that may affect the security interest in the COLLATERAL, or perfection thereof, and of any event of default; 17) without SECURED PARTY'S prior written consent, DEBTOR will not sell, transfer or encumber any of the COLLATERAL other than sales of inventory in the ordinary course of business; 18) DEBTOR will maintain accurate books and records covering the COLLATERAL; and 19) DEBTOR will furnish SECURED PARTY any requested information related to the COLLATERAL and DEBTOR will allow SECURED PARTY, at any time and place, to inspect the COLLATERAL and all records describing or related to the COLLATERAL.

**RIGHTS AND REMEDIES OF SECURED PARTY:**

Regardless of whether or not DEBTOR is in default hereunder, SECURED PARTY may: 1) release any COLLATERAL in SECURED PARTY'S possession to any debtor, temporarily or otherwise; 2) take control of any proceeds generated by the COLLATERAL, such as refunds from and proceeds of insurance, and reduce any part of the owed indebtedness accordingly or permit DEBTOR to use such funds to repair or replace damaged/destroyed COLLATERAL; 3) contact account debtors directly to verify information furnished by DEBTOR; 4) notify obligors on the COLLATERAL to pay SECURED PARTY directly and reduce any part of the owed indebtedness accordingly; and 5) as DEBTOR'S agent, endorse any documents or chattel paper that is COLLATERAL or that represents proceeds of COLLATERAL.

SECURED PARTY has no obligation to collect any account and will not be liable for failure to collect any account or for any act or omission on the part of SECURED PARTY or SECURED PARTY'S officers, agents or employees, except willful misconduct. If DEBTOR fails to maintain insurance as required, SECURED PARTY may purchase single-interest insurance coverage that will protect only SECURED PARTY. If SECURED PARTY purchases this insurance, the insurance premiums will become part of the indebtedness owed by DEBTOR to SECURED PARTY under this document.

**EVENTS OF DEFAULT:**

Each of the following conditions is an event of default: 1) if DEBTOR defaults in the timely payment or performance of any indebtedness, obligation, covenant or liability in this document, in any document collateral to it, including, without limitation, the Franchise Agreement, or in any other agreement between DEBTOR and SECURED PARTY and fails to cure the same within the applicable cure period provided in this document, the Franchise Agreement, or any related agreement; 2) if any warranty, covenant or representation made to SECURED PARTY by or on behalf of DEBTOR proves to have been false, misleading, or incomplete in any material respect when made; 3) if DEBTOR, any partnership of which DEBTOR is a general partner or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party or any other person liable for any part of the indebtedness or obligations under this document or any document collateral to it (a) becomes insolvent or unable to pay its debts as they become due; (b) makes an assignment for the benefit of creditors; (c) files, or has filed against it, any petition or proceeding under any bankruptcy, insolvency, or similar law which, in the case of an involuntary filing, is not dismissed within sixty (60) days; or (d) has a receiver, trustee, custodian, or similar official appointed for it or any material portion of its assets or the COLLATERAL; 4) if any lien attaches to any of the COLLATERAL other than any liens granted in favor of SECURED PARTY other than liens in favor of Secured Party or Permitted Liens; and 5) if any of the COLLATERAL is lost, stolen, damaged, or destroyed, unless it is promptly restored or replaced with collateral of like quality.

**REMEDIES OF SECURED PARTY ON DEFAULT:**

During the existence of any event of default, SECURED PARTY may declare the unpaid PRINCIPAL and earned INTEREST and all other amounts payable under this document immediately due in whole or part, enforce the payment of indebtedness and performance of obligations by DEBTOR under this document and any document collateral to it and exercise any rights and remedies granted by this document, any document collateral to it or by applicable law (including, without limitation, the Texas Uniform Commercial Code), including, without limitation, the following: 1) require DEBTOR to deliver to SECURED PARTY all books and records relating to the COLLATERAL; 2) require DEBTOR to assemble the COLLATERAL and make it available to SECURED PARTY at a place reasonably convenient to both parties; 3) take possession of any of the COLLATERAL and for this purpose enter any premises where it is located; 4) sell, lease or otherwise dispose of any of the COLLATERAL in accord with the rights, remedies and duties of a secured party under Chapters 2 and 9 of the Texas Uniform Commercial Code after providing any notice required by applicable law, including the Texas Uniform Commercial Code; 5) surrender any insurance policies covering the COLLATERAL and receive the unearned premium; 6) apply any proceeds from disposition of the COLLATERAL after default in the manner specified in Chapter 9 of the Texas Uniform Commercial code, including, without limitation, payment of SECURED PARTY'S reasonable attorney's fees and court expenses; and 7) if disposition inadequate, collect the deficiency. SECURED PARTY shall have all rights and remedies of a secured party under the Texas Uniform Commercial Code and other applicable law with respect to the COLLATERAL, including, without limitation, the right to take possession of the COLLATERAL, to dispose of the COLLATERAL, and to accept the COLLATERAL in full or partial satisfaction of the indebtedness.

**GENERAL PROVISIONS:**

1. SECURED PARTY'S rights under this document shall inure to the benefit of its successors and assigns.

2. Neither delay in exercise nor partial exercise of any of SECURED PARTY'S remedies or rights shall waive further exercise of those remedies or rights. SECURED PARTY'S failure to exercise remedies or rights does not waive subsequent exercise of those remedies or rights. SECURED

PARTY'S waiver of any default does not waive further default. SECURED PARTY may remedy any default without waiving the default. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

3. If DEBTOR fails to perform any of DEBTOR'S obligations, SECURED PARTY may perform those obligations and be reimbursed by DEBTOR on demand for any sums so paid (including, without limitation, attorney's fees and other legal expenses) plus interest on those sums from the dates of payment at the maximum legal rate of interest. The sum to be reimbursed shall be secured by the security interest under this document.

4. This document constitutes the entire contract between DEBTOR and SECURED PARTY with respect to the subject matter hereof and supersedes all previously executed agreements and understandings, oral or written, with respect thereto. No provisions of this document shall be modified or limited except by written agreement executed by both parties.

5. The unenforceability of any provision will not affect the enforceability or validity of any other provision.

6. This document and the agreement evidenced hereby is to be construed according to Texas laws. All indebtedness is payable and all obligations are performable in Waco, McLennan County, Texas.

7. A carbon, photographic, electronic or other reproduction of this Promissory Note and Security Agreement or any financing statement covering the COLLATERAL is sufficient as a financing statement.

8. If the COLLATERAL is sold after default, recitals in the transfer document will be prima facie evidence of their truth, and all prerequisites to the sale specified herein and by the Texas UCC will be presumed satisfied.

9. The security interest under this document shall neither affect nor be affected by any other security for any of the indebtedness owed or obligations performable by DEBTOR under this document or any document collateral to it. Neither extensions of any of that indebtedness or those obligations nor releases of any of the COLLATERAL will affect the priority or validity of the security interest under this document.

10. Foreclosure of the security interest under this document by suit shall not limit SECURED PARTY'S remedies, including, without limitation, the right to sell the COLLATERAL. All remedies of SECURED PARTY may be exercised at the same or different times, and no remedy shall be a defense to any other. SECURED PARTY'S rights and remedies include all those granted in this document, by law or otherwise.

11. DEBTOR'S appointment of SECURED PARTY as DEBTOR'S attorney-in-fact or agent is coupled with an interest and will specifically survive any death or disability of DEBTOR.

12. As used in this document and unless the context requires another construction, the masculine, feminine and neuter gender shall each include the others and the singular and plural case shall each include the other.

13. DEBTOR acknowledges receipt of an executed copy of this document. DEBTOR waives the right to receive any amount that it may now or hereafter be entitled to receive (whether by way of

damages, fine, penalty, or otherwise) by reason of the failure of SECURED PARTY to deliver to DEBTOR a copy of any financing statement or any statement issued by any entity that confirms registration of a financing statement.

FRANCHISEE:

_____
_____, individually

_____
Date

Schedule H to the Franchise Agreement

# FRANCHISE BROKERAGE AGREEMENT

This FRANCHISE BROKERAGE AGREEMENT (this "Agreement") is made this ___ day of _____, 20___ (the "Effective Date"), by and between _____, a _____ ("Franchisee"), _____, a _____ ("Broker"), and Real Property Management SPV LLC, a Delaware limited liability company ("Franchisor"). Individually, Franchisee, Broker and Franchisor are sometimes referred to herein as a "Party", and collectively as the "Parties".

## RECITALS

A. Franchisee is a provider of property management services to its clients and is required to operate (under local law and/or Franchisor's operational requirements for its franchisees) to have a licensed broker as its agent/representative in the state where Franchisee is organized and/or operating.

B. Franchisee has been granted certain franchise rights from Franchisor pursuant to a separate written franchise agreement (the "Franchise Agreement").

C. Broker is a licensed broker in the state where Franchisee's property management franchise business is located and is willing to act as agent/representative of the Franchisee in its property management activities on terms and conditions agreed to between Broker and Franchisee in a certain brokerage agreement, drafted and entered into in accordance with applicable law (the "Franchisee Brokerage Agreement").

D. The Parties wish to provide the terms and conditions pursuant to which, among others, Broker will protect the confidentiality of Franchisor's intellectual property and continue acting as an agent/representative of the Franchisor after the termination or expiration of the Franchise Agreement.

## AGREEMENT

For good and valuable consideration as more fully described herein, the receipt and sufficiency of which is hereby acknowledged and agreed to, the Parties agree as follows.

1. STATUS OF THE PARTIES. The Parties agree that Broker is not an employee or agent of Franchisor. Thus, Broker will not be treated as an employee for federal tax (or any other) purposes. Franchisor shall not have any responsibility for withholding, reporting, or paying Broker's federal, state, or local taxes (including but not limited to federal income tax, social security and unemployment taxes or insurance), or any amounts or sums due Broker, all of which shall be paid according to the Franchisee Brokerage Agreement between Franchisee and Broker.

2. FRANCHISEE'S RESPONSIBILITIES. Franchisee agrees to, and to generally cause Broker pursuant to the Franchisee Brokerage Agreement to, generally promote the image of the Parties by establishing and maintaining (whether formally or informally) rules, policies and procedures regarding (1) office use, (2) business days and hours that Franchisee's office(s) will be open for business to the public, (3) advertising and/or marketing, (4) general property management procedures, (5) referrals, leads, and opportunities for potential Account contracts, (6) use of office equipment and materials, and (7) other matters directly or indirectly related to the management of real estate and the operation of the franchise pursuant to the terms of the Franchise Agreement and the Franchisee Brokerage Agreement (collectively, the "Rules and Procedures"). Franchisee acknowledges that, in the event of any conflict between the terms

of the Franchisee Brokerage Agreement and the Franchise Agreement, the terms of the Franchise Agreement shall control. The Parties further acknowledge that, in the event of any conflict between the terms of the Franchise Agreement or the terms of the Franchisee Brokerage Agreement, as the case may be, and this Agreement, the terms of this Agreement shall control to the greatest extent permitted by applicable law.

3. BROKER'S RESPONSIBILITIES.

(i) Third-Party Beneficiary. Franchisee and Broker hereby agree that, to the greatest extent permitted by applicable law, Franchisor shall be deemed a third-party beneficiary of the Franchisee Brokerage Agreement and has the right but not the obligation to enforce the terms of the Franchisee Brokerage Agreement against the Broker or the Franchisee, as the case may be. Unless otherwise required by applicable law, Franchisee and Broker may not amend, terminate, or waive the applicability of any term or the Franchisee Brokerage Agreement without Franchisor's written consent.

(ii) Accounts and Records. Each of Broker and Franchisee acknowledge that the relationships with clients, property owners, and customers to which Franchisee provides services under the Franchise Agreement, and all other sources of revenue of Franchisee under the Franchise Agreement (collectively, the "Accounts") belong to Franchisor to the greatest extent permitted by applicable law and that, if the rights granted by Franchisor under the Franchise Agreement expire or are terminated, Franchisor or its designated third party may, in Franchisor's sole discretion, take over the service provider relationship for those Accounts.

(iii) Intellectual Property. Any use of any logo, trademark, copyright or other intellectual or proprietary property of Franchisor (collectively, the "Intellectual Property"), without the prior written consent of Franchisor and all other applicable, entities, individuals, owners or controllers of same is strictly prohibited. Franchisee shall cause Broker to, and Broker shall, use all such Intellectual Property in strict accordance with any terms, conditions, provisions, restrictions or limitations set forth in the Franchise Agreement or other such prior written consent. Franchisee and Broker shall defend, indemnify, and hold Franchisor and its affiliates and parent companies, and all employees, agents, managers, directors, members, and representatives of each of the foregoing, harmless from any and all claims against Franchisor or any of its affiliates or parent companies, or any employees, agents, managers, directors, members, or representatives of any of the foregoing, arising from and/or relating to any such wrongful or non-permissive use of any Intellectual Property. The Intellectual Property includes, without limitation, the Accounts.

(iv) Other Conflicting Relationships. During the term of this Agreement and/or the Franchisee Brokerage Agreement, and for a period of at least one (1) year thereafter, Broker shall not directly or indirectly solicit or encourage any Account to terminate or alter its then-existing relationship with Franchisee or Franchisor. This Section 3(iv) shall survive the termination or expiration of the Agreement.

(v) Preserve Reputation of Franchisor. Broker hereby understands and acknowledges that its actions and deeds may reflect (either positively or negatively) on Franchisor and its affiliates and/or parent companies. Therefore, Broker shall not perform any act, or do anything, to impair, hurt, harm, damage, or undermine the good will, reputation, and public esteem of Franchisor or any of its affiliates, subsidiaries, or parent companies, or any of the employees, directors, managers, agents, contractors, or representatives of any of the

foregoing. Broker shall, during the term of this Agreement, perform all services, deeds and acts, in its capacity as an independent contractor, with the highest standards of professionalism, dignity, respect, honesty, and integrity. Franchisee's Rules and Procedures may, at Franchisor's option, include standards and/or guidelines of practice or professionalism intended to preserve Franchisor's reputation. Broker agrees to adhere to all such standards and/or guidelines as may be adopted by Franchisor and Franchisee from time to time.

4. NO AUTHORITY TO ACT FOR OR BIND FRANCHISOR. The Parties hereby agree that Broker shall not, in any event, have any authority, power or authorization, either express or implied, to sign any agreements for, act on behalf of, or otherwise bind Franchisor. Broker shall not represent to any other third party that Broker has any such authority, power or authorization.

5. INDEMNIFICATION OF BROKERAGE. In addition to the other indemnifications provided by Broker to Franchisor as set forth herein, Broker further agrees that Broker shall indemnify, save, defend and hold Franchisor and its affiliates and parent companies, and all employees, agents, managers, directors, members, and representatives of each of the foregoing, harmless for all costs and expenses pertaining to any and all claims arising from or relating to Broker's conduct, including, without limitation, Broker's failure to comply with any of the terms of this Agreement.

6. TERM AND TERMINATION; ASSIGNMENT TO FRANCHISOR.

(i) The term of this Agreement begins when the Franchisee Brokerage Agreement becomes effective and expires upon the expiration or termination of the Franchisee Brokerage Agreement between Franchisee and Broker. Upon the expiration or termination of this Agreement, any rights, if any, that Broker had to use any of the Intellectual Property shall immediately and automatically be cancelled and terminated, except to the extent stated in Section 6(ii) below. Broker warrants, represents and agrees that Broker will not use, in any way whatsoever except as stated in Section 6(ii), any Intellectual Property after this Agreement is terminated. The terms of this Section 6(i) shall survive any termination or expiration of this Agreement.

(ii) Each of Broker and Franchisee agree that, if the Franchise Agreement expires or is terminated, to the greatest extent permitted by applicable law, if Franchisor requests, Franchisee shall assign all rights and obligations under that certain Franchisee Brokerage Agreement to Franchisor, and Broker shall consent to such assignment. Without limiting the previous sentence, Broker agrees that it will continue to act as an agent/representative to Franchisor or its designated third party on the same terms and conditions contained in the Franchisee Brokerage Agreement until the earlier of (i) one year after such assignment or (ii) such time as Franchisor is able to retain another licensed real estate broker, unless Broker and Franchisor or its designated third-party agree to another time period in writing.

7. DUTY TO MEDIATE/ARBITRATE. The Parties each agree that any claims or disputes arising out of or related to this Agreement which cannot be resolved between themselves (including disputes arising after termination of this Agreement) shall be submitted to and resolved in accordance with Franchisor's mediation/arbitration procedures, a copy of which is attached hereto as Exhibit A to the greatest extent permitted by applicable law. As more fully set forth in Exhibit A, any mediation or arbitration is mandatory and the decision is binding. All Parties hereby agree, to the fullest extent permitted under applicable law, to waive any rights to any trial, litigation, or other court proceeding.

8. CONFIDENTIAL INFORMATION. Broker agrees that, during the term of this Agreement and for a period of five (5) years after termination or cancellation of this Agreement, Broker will safeguard and not use or disclose to anyone any of Franchisor's proprietary or confidential information ("Confidential Information") acquired by Broker while working under this Agreement. Such Confidential Information includes, without limitation, the terms of this Agreement, names, addresses and telephone or other contact numbers/information of potential and actual Accounts; mailing lists; manuals; forms; procedural information, processes and other records developed by Franchisor; business plans; trade secrets; computer programs; memoranda or other communications (whether in hard copy or computer storage) between the Parties or any personnel of the brokerage or Franchisee, or any prospective or actual Account. The disclosure of any of Franchisor's Confidential Information, or removal or copying of same, by Broker without prior written permission of Franchisor shall be grounds for the issuance by an appropriate court of injunctive relief preventing Broker's use of any such Confidential Information, in addition to the exercise by Franchisor of all other rights and remedies available under the law. Broker acknowledges and agrees that the Confidential Information described above is deemed proprietary by Franchisor and shall also be considered, for all purposes under this Agreement, Intellectual Property. As such, in addition to the obligations, duties, and responsibilities described in this Section 8, Broker shall perform and satisfy all of the obligations, duties, and responsibilities described in Section 3(iii) with respect to the Confidential Information. The provisions of this Section 8 shall survive the termination or cancellation of this Agreement.

9. NO ASSIGNMENT BY BROKER. The Parties acknowledge and agree that Franchisee and Franchisor are contracting under this Agreement and the Franchisee Brokerage Agreement specifically for the services of Broker and that Broker's services cannot necessarily be adequately provided by an assignee or other successor in interest to Broker. Broker therefore agrees that it shall not assign its interests under this Agreement to any party without Franchisor's prior written approval, which Franchisor may give or withhold in its sole and absolute discretion. Subject to Broker's agreement not to assign without prior approval, the Parties agree that this Agreement shall inure to the benefit of and shall be binding upon any successor in interest to Broker, Franchisee or Franchisor, as applicable.

10. ENTIRE AGREEMENT. This Agreement, the Franchisee Brokerage Agreement, and the Franchise Agreement contain the entire understanding between the Parties and supersede any prior understanding and agreements between them.

11. AMENDMENTS. This Agreement may be amended only in writing, signed by each of the Parties.

12. BINDING EFFECT. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representative, successors and all persons hereafter holding or having an interest in this Agreement.

13. CONSTRUCTION. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any one Party.

14. HEADINGS AND PRONOUNS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof. All pronouns and any variations of them shall be deemed to refer to masculine, feminine, neuter, singular or plural, as required for the identification of the applicable person or persons, firm or firms, corporation or corporations.

15. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision is found to be illegal, invalid or unenforceable for any reason whatsoever, then, at Franchisor's option either (i) such illegality, invalidity, or unenforceability shall have no effect on the remainder of the Agreement, and it shall be enforced to the full extent permitted by law, or (ii) Franchisor may terminate this Agreement.

16. WAIVER. The consent, approval or waiver of any covenant, term or condition of this Agreement by either Party shall not be construed as consent, approval or waiver of a subsequent similar act or breach of the same covenant, term or condition.

17. GOVERNING LAW. The laws of the state in which the Franchisee's franchise is located, without regard to conflicts of law principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation and construction of this Agreement.

18. NO THIRD PARTY BENEFICIARY INTENT. The promises, duties, obligations, and rights set forth between the Parties in this Agreement are intended for each Party's sole benefit and not for the benefit of any third party, including without limitation any owner, tenant or prospective tenant, nor for the benefit of any other brokerage or broker.

**IN WITNESS WHEREOF,** the Parties have entered into this Agreement as of the Effective Date.

FRANCHISEE:
_____

By: _____

Name: _____

Title: _____

BROKER:
_____

By: _____
Name:_____
Title: _____

FRANCHISOR:
Real Property Management SPV LLC a Delaware limited liability company

By: _____
Jeffrey Pepperney
President

## SCHEDULE 1 TO FRANCHISEE BROKERAGE AGREEMENT

## ALTERNATIVE DISPUTE RESOLUTION

A. **Alternative Dispute Resolution Requirement**. The Parties each agree that any claims or disputes of any kind between or among any or all of the Parties (collectively, "Disputes", and individually, a "Dispute") shall be subject to required alternative dispute resolution procedures as set forth below, which procedures shall be binding and shall be in lieu of any right of any of the Parties to litigation, trial, or other court procedures or proceedings.

B. **Alternative Dispute Resolution Procedure**.

(1) Notice of Dispute. The applicable Party with a Dispute must first provide the applicable other Parties with written notice of any Disputes ("Notice of Dispute"). The Notice of Dispute will detail the alleged disputes and positions of the Party providing the Notice of Dispute in sufficient detail that the other Parties can address all such issues.

(2) Right to Respond. Each of the Parties receiving a Notice of Dispute shall have a reasonable time period (and not less than 15 days) after the receipt of the Notice of Dispute to respond to such Notice of Dispute, by either (i) denying the Dispute in writing or, (ii) if the applicable Party or Parties so elects, curing the Dispute or otherwise making the Party providing the Notice of Dispute whole in any manner requested in the Notice of Dispute.

(3) Mediation. If, after the procedures set forth in Sections B(1) and B(2) above have been satisfied, any Dispute still exists, then such Dispute shall be submitted to a mediator reasonably agreed to by the Parties involved in the Dispute. If the Parties involved in the Dispute cannot agree on a mediator, then any Party may petition a court of competent jurisdiction in the location of the brokerage for appointment of a mediator. The mediation shall occur in the jurisdiction where the brokerage is located, and shall be subject to the laws of that jurisdiction. All mediation fees and expenses shall be shared equally by the Parties involved in the Dispute; provided, however, the mediator may, in his or her reasonable judgment cause any Party(ies) to pay any or all of the attorneys' fees or mediation costs of the other Party(ies). The Parties agree in good faith to attempt to resolve all Disputes in mediation.

(4) Arbitration. In the event that the Parties cannot resolve their dispute through mediation, then any Party may request that the Dispute be settled through binding arbitration in accordance with the American Arbitration Association's rules, regulations and procedures. Such binding arbitration shall occur in the same jurisdiction as the mediation (as set forth above in Section B(3) above).

Schedule I to the Franchise Agreement

**ROLL-IN ADDENDUM**

This ROLL-IN ADDENDUM (the "Addendum") is entered into by and between **REAL PROPERTY MANAGEMENT SPV LLC**, a Delaware limited liability company with its principal business located at 1010 North University Parks Drive, Waco, Texas 76707 ("we" or "us" or "Franchisor"), and _____, individually, having an address of _____ _____ ("you" or "Franchisee").

WHEREAS, we and you have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") for the operation of the Business (the "Franchised Business") (Capitalized terms used herein without a definition shall have the meaning assigned to them in the Agreement);

WHEREAS, you (or your affiliate) currently operate an existing business ("Existing Business") which performs services for existing customers (the "Roll-In Services") that are similar to services provided by the Franchised Business operated under the Agreement; and

WHEREAS, in consideration of an assignment or "roll-in" of the Roll-In Services (including the customer base for work which falls within the definition of the Franchised Business) from the Existing Business to the Franchised Business, we are willing to alter or temporarily waive certain fees payable by you under the Agreement with respect to the Roll-In Services, as more particularly provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Roll-In.** This Addendum documents a Roll-In, which is defined as the assignment to the Franchised Business of all of your rights and obligations to perform Roll-In Services to customers with respect to the following real properties listed by specific address (each a "Roll-In Property", collectively "Roll-In Properties"):_____

_____

2. **Assignment of Customers.** You hereby assign or have caused your affiliate to assign (as applicable) to the Franchised Business all Customers and Customer Information associated with the Roll-In Properties.

3. **Initial Franchise Fee.** Anything in the Agreement to the contrary notwithstanding, Franchisee shall receive a discount on the Initial Franchise Fee as follows:

| Range of Properties being Rolled-In | Percent Discount on Initial Franchise Fee |
|---|---|
| 20-50 | 20% |
| 51-100 | 30% |
| 101-150 | 40% |
| 150+ | 50% |

4. **MAP Fees**. Anything in the Agreement to the contrary notwithstanding, you shall pay MAP Fees with respect to the Roll-In Services (including, without limitation, with respect to all Roll-In Properties during the initial term of the Franchise Agreement) in the amount set forth on the Data Sheet.

5. **Manner of Operation of Roll-In Services.** All provisions of the Agreement shall apply to the Roll-In Services and the accounts and customers associated with such services, including the insurance and covenants, to the same extent as they apply to the Franchised Business. For avoidance of doubt, except as specifically provided otherwise herein, for purposes of the Agreement, from and after the Effective Date, the Roll-In Services are included in the definition of the Franchised Business.

6. **Inspections; Audits.** If, after the date hereof, you (directly or through an affiliate) continue to operate the Existing Business, other than the Roll-In Services that become part of the Franchised Business (such remaining Existing Business, the "Separate Business"), you shall make and if applicable shall cause your affiliate to make the books and records (including all electronic records) for the Separate Business available to us for inspection and audit, upon reasonable prior notice, so that we may verify your compliance with the requirements of this Addendum. In addition, the provisions of Section 8.I of the Agreement regarding audits shall apply in all respects to the Separate Business, and we, in our reasonable business judgment, shall have the same rights to access (including remotely) and audit the books and records of the Separate Business, and to require payment for the audit if the audit reveals that you did not comply with the requirements of this Addendum, in addition to any other remedies available to us hereunder or under the law.

7. **Franchisee's Representations and Warranties.** You hereby represent and warrant to us that you have all necessary power and authority to execute this Addendum, to bind the Existing Business to the terms hereof and to perform and comply with all of your obligations hereunder. There is no agreement or understanding (and you will not permit any such agreement or understanding to be entered into during the term of this Addendum) with respect to the Existing Business or the Roll-In Services that would conflict with the terms of this Addendum.

8. **Construction.** Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified specifically herein.

[*Signature page follows*]

FRANCHISEE:

_____
_____, individually

_____
Date

FRANCHISOR:

REAL PROPERTY MANAGEMENT SPV LLC
A Delaware Limited Liability Company

BY: _____
Jeffrey Pepperney, President

_____
Date

Schedule J to the Franchise Agreement

**State Addendum**

# EXHIBIT B

## AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

| State | State Agency | Agent for Service of Process |
|---|---|---|
| CALIFORNIA | California Department of Financial Protection & Innovation<br>651 Bannon Street, Suite 300<br>Sacramento, CA 95811<br>(213) 576-7500<br>Toll-free (866-275-2677) | Commissioner of Department of Financial Protection & Innovation |
| HAWAII | Department of Commerce and Consumer Affairs<br>Business Registration Division<br>Commissioner of Securities<br>King Kalakaua Building<br>335 Merchant Street, Room 205<br>Honolulu, HI 96813<br>(808) 586-2722 | Hawaii Commissioner of Securities |
| ILLINOIS | Franchise Division<br>Office of Attorney General<br>Franchise Division<br>500 South Second Street<br>Springfield, IL 62706<br>(217) 782-1090 | Illinois Attorney General |
| INDIANA | Securities Commissioner<br>Indiana Securities Division<br>302 West Washington St., Room E-111<br>Indianapolis, IN 46204<br>(317) 232-6681 | Indiana Secretary of State<br>201 State House<br>200 West Washington Street<br>Indianapolis, IN 46204 |
| MARYLAND | Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 | Maryland Securities Commissioner |
| MICHIGAN | Michigan Department of Attorney General<br>Consumer Protection Division<br>Attn: Franchise Section<br>525 W. Ottawa Street<br>G. Mennen Williams Bldg. 1st Floor<br>Lansing, MI 48933<br>(517) 373-7117 | Michigan Department of Commerce<br>Corporations and Securities Bureau |

| State | State Agency | Agent for Service of Process |
|---|---|---|
| MINNESOTA | Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198<br>(651)-539-1600 | Minnesota Commissioner of Commerce |
| NEW YORK | NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty Street, 21st Floor<br>New York, NY 10005-1495<br>(212) 416-8222 | Attention: New York Secretary of State<br>New York Department of State<br>One Commerce Plaza,<br>99 Washington Avenue, 6th Floor<br>Albany, NY 12231-0001<br>(518) 473-2492 |
| NORTH DAKOTA | North Dakota Insurance & Securities Department<br>600 East Boulevard, Dept. 401<br>Bismarck, ND 58505-0510<br>(701) 328-2910 | North Dakota Securities Commissioner |
| RHODE ISLAND | Rhode Island Department of Business Regulation<br>Division of Securities<br>1511 Pontiac Avenue<br>John O. Pastore Complex – Bldg. 69-1<br>Cranston, RI 02920<br>(401) 462-9500 x5 | Director of Rhode Island Department of Business Regulation |
| SOUTH DAKOTA | South Dakota Division of Insurance<br>Securities Regulation<br>124 S Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-3563 | Director of the South Dakota Division of Securities |
| VIRGINIA | State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, VA 23219<br>(804) 371-9051 | Clerk of the State Corporation Commission<br>Tyler Building, 1st Floor<br>1300 E. Main Street<br>Richmond, VA 23219<br>804-371-9051 |
| WASHINGTON | Department of Financial Institutions<br>Securities Division<br>PO Box 41200<br>Olympia, WA 98504-1200 | Director of Washington Financial Institutions<br>Securities Division<br>150 Israel Rd S.W.<br>Tumwater, WA 98501<br>(360) 902-8760 |
| WISCONSIN | Department of Financial Institutions<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, WI 53705<br>(608) 266-0448 | Wisconsin Commissioner of Securities |
| OTHER STATES | N/A | Grayson Brown<br>1010 N. University Parks Drive<br>Waco, TX 76707 |

# EXHIBIT C

# FINANCIAL STATEMENTS

# Neighborly Assetco LLC and Subsidiaries

Combined Financial Statements
As of December 31, 2025 and 2024 and
for the years ended December 31, 2025 and 2024

# Neighborly Assetco LLC and Subsidiaries

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Dallas, TX 75219

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# Report of Independent Auditors

To the Board of Directors and Member of
Neighborly Assetco LLC and Subsidiaries

## Opinion

We have audited the combined financial statements of Neighborly Assetco LLC and subsidiaries (the Company), which comprise the combined balance sheets as of December 31, 2025 and 2024, and the related combined statements of operations and comprehensive income, changes in member's equity and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for the years 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the 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 of 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 for 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 of 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than

Building a better working world

for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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.

Ernst & Young LLP

Dallas, Texas
March 31, 2026

# Neighborly Assetco LLC and Subsidiaries

## Combined Balance Sheets
## ($000's)

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| **Assets** | | |
| Current assets | | |
| Cash | $ 4,181 | $ 2,499 |
| Restricted cash | 4,362 | 4,037 |
| Trade accounts receivable – net | 28,789 | 24,255 |
| Trade notes receivable - current portion – net | 7,530 | 7,445 |
| Prepaid expenses and other current assets | 12,058 | 13,044 |
| Total current assets | 56,920 | 51,280 |
| Property and equipment - net | 5,502 | 16,721 |
| Prepaid selling expenses – less current portion | 56,149 | 51,495 |
| Trade notes receivable – less current portion - net | 12,466 | 13,332 |
| Intangible assets – net | 1,170,362 | 1,251,674 |
| Goodwill | 1,737,327 | 1,731,288 |
| Total assets | $ 3,038,726 | $ 3,115,790 |
| **Liabilities and Member's Equity** | | |
| Current liabilities | | |
| Accrued liabilities | $ 4,802 | $ 2,998 |
| Deferred revenue - current | 14,623 | 14,745 |
| Total current liabilities | 19,425 | 17,743 |
| Deferred revenue - less current portion | 68,813 | 70,787 |
| Commitments and Contingencies - Note 9 | - | - |
| **Member's equity** | | |
| Additional paid-in equity | 2,288,283 | 2,531,790 |
| Accumulated earnings | 648,835 | 494,774 |
| Accumulated other comprehensive income | 13,370 | 696 |
| Total Member's equity | 2,950,488 | 3,027,260 |
| Total liabilities and member's equity | $ 3,038,726 | $ 3,115,790 |

*See accompanying notes to combined financial statements.*

# Neighborly Assetco LLC and Subsidiaries

**Combined Statements of Operations and Comprehensive Income**
**($000's)**

| | Year ended December 31, 2025 | 2024 |
|---|---|---|
| **Revenues and income** | | |
| Franchise service fees and related revenue | $ 353,906 | $ 321,208 |
| Sales of products and services | 126,891 | 140,458 |
| Total revenues and income | 480,797 | 461,666 |
| Cost of products and services | 69,473 | 72,612 |
| **Gross profit** | **411,324** | 389,054 |
| Selling expense | 20,564 | 15,364 |
| General and administrative expense | 33,961 | 17,967 |
| Advertising and promotional fund expense | 55,204 | 49,981 |
| Depreciation and amortization | 94,436 | 95,532 |
| Management expenses | 45,342 | 47,126 |
| Loss on impairment | 4,068 | - |
| Credit losses | 3,688 | 3,714 |
| **Net income** | **154,061** | 159,370 |
| **Other comprehensive income** | | |
| Foreign currency translation adjustment | 12,674 | 5,465 |
| **Comprehensive income** | **$ 166,735** | $ 164,835 |

*See accompanying notes to combined financial statements.*

# Neighborly Assetco LLC and Subsidiaries

**Combined Statements of Changes in Member's Equity**
**($000's)**

| | Member's Equity |
|---|---|
| **Balance – December 31, 2023** | $ 3,111,215 |
| Distributions | (248,790) |
| Currency translation adjustment | 5,465 |
| Net income | 159,370 |
| **Balance – December 31, 2024** | $ 3,027,260 |
| | |
| Distributions | (243,507) |
| Currency translation adjustment | 12,674 |
| Net income | 154,061 |
| **Balance – December 31, 2025** | $ 2,950,488 |

*See accompanying notes to combined financial statements.*

# Neighborly Assetco LLC and Subsidiaries

**Combined Statements of Cash Flows**
**($000's)**

| | Year ended December 31, 2025 | 2024 |
|---|---|---|
| **Operating activities** | | |
| Net income | $ 154,061 | $ 159,370 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | 94,436 | 95,532 |
| Loss on impairment | 4,068 | - |
| Loss on disposal | 4,722 | - |
| Credit losses | 3,688 | 3,714 |
| Notes received | (15,048) | (14,803) |
| Collections of notes receivable | 14,419 | 17,158 |
| Changes in assets and liabilities: | | |
| Trade accounts receivable | (6,814) | (2,524) |
| Prepaid expenses and other assets | (3,935) | (4,440) |
| Accrued liabilities | 1,368 | (1,361) |
| Deferred revenue | (2,095) | 1,725 |
| Net cash provided by operating activities | 248,870 | 254,371 |
| **Investing activities** | | |
| Purchase of property, equipment and other assets | (3,356) | (3,782) |
| Net cash used in investing activities | (3,356) | (3,782) |
| **Financing activities** | | |
| Distribution of equity | (243,507) | (248,790) |
| Net cash used in financing activities | (243,507) | (248,790) |
| **Net increase in cash and restricted cash** | 2,007 | 1,799 |
| **Cash and restricted cash -** Beginning of period | **$ 6,536** | **$ 4,737** |
| **Cash and restricted cash -** End of period | **$ 8,543** | **$ 6,536** |

*See accompanying notes to combined financial statements.*

## 1. Description of Business and Significant Accounting Policies

***Organization and Description of Business***

Neighborly Assetco LLC ("we", "our" and the "Company") is an infinite-lived single-member special purpose Delaware limited liability company and was organized on November 13, 2020, with no operations until March 25, 2021. The Company is a direct, wholly owned subsidiary of Neighborly Issuer LLC (the "Issuer"), which is a special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Neighborly SPV Guarantor LLC (the "SPV Guarantor"), which is a special purpose Delaware limited liability company that is an indirect, wholly owned subsidiary of Neighborly Company (the "Manager"). All of the issued and outstanding limited liability company interests of the Company are directly owned by the Issuer, upon an initial $1.00 capital contribution. The Company is a bankruptcy remote entity that owns substantially all of the US intellectual property including tradenames, franchise agreements, national account relationships and systems-in-place, as well as the United Kingdom (the "UK") tradenames of the Manager. The Company conducts transactions with affiliated parties under common control, and as such, results of operations may not be indicative of operations on a stand-alone basis, without those transactions with related parties. The Company has no employees and relies on the Manager for continued operations.

As of March 25, 2021 the Company's subsidiaries were comprised of a number of franchisors and related supporting businesses operating in the United States (the "US") and internationally and include the following businesses: Aire Serv SPV LLC, Mr. Electric SPV LLC, The Grounds Guys SPV LLC, Rainbow International SPV LLC, Glass Doctor SPV LLC, Mr. Appliance SPV LLC, Mr. Rooter SPV LLC, Molly Maid SPV LLC, Mr. Handyman SPV LLC, Five Star Painting SPV LLC, Window Genie SPV LLC, Real Property Management SPV LLC, Mosquito Joe SPV LLC, HouseMaster SPV LLC, Dryer Vent Wizard SPV LLC, ShelfGenie SPV LLC, and Precision Door Service SPV LLC (each an "SPV Franchisor" and together the "SPV Franchisors") and ProTradeNet SPV LLC, Back Office SPV LLC and G-O Manufacturing SPV LLC (each a "Non-Franchisor SPV Entity" and together the "Non-Franchisor SPV Entities"), each of which is a direct, wholly owned subsidiary of the Company.

In June 2021, assets of Neighborly Services Solutions SPV LLC, a Non-Franchisor SPV entity, were contributed to the Company.

In January 2022, assets of Zorware SPV LLC, NBLY Co Ops CO SPV LLC, and Trench Right SPV LLC were contributed to the Company and intangible assets were acquired by Pimlico SPV Limited, all Non-Franchisor entities. In March 2022, additional assets of NBLY Co Ops CO SPV LLC as well as assets of NBLY Co Ops AZ SPV, both Non-Franchisor entities, were contributed to the Company. In December 2022, intangible assets of Greensleeves Limited were contributed to the Company.

In January 2023, assets of NBLY Co Ops IN SPV LLC, NBLY Logistics SPV LLC, Lawn Pride SPV LLC, and Junk King SPV LLC, were contributed to the Company.

The Company holds all the equity interests in the SPV Franchisors and the Non-Franchisor SPV Entities, certain intellectual property, certain license agreements and certain vendor agreements. Each SPV Franchisor holds the tradenames and the franchise agreements related to such brand and any product supply agreements or vendor agreements related to such brand. The Non-Franchisor SPV Entities hold certain tradenames, certain product supply agreements, certain vendor agreements and the office service agreements.

The Company was formed in connection with a financing transaction (the "Securitization Transaction"), which was completed on March 25, 2021 (see Note 2). On March 25, 2021, the Manager, a Non-Securitization Entity, contributed to the Company through a series of asset transfers to the SPV Guarantor, the Issuer, the Company and its subsidiaries (the "Securitization Entities"), substantially all of its US intellectual property, including tradenames (the "Securitization IP"), franchise agreements, national account relationships and systems-in-place and the UK tradenames (collectively, the "Securitization Assets"). The Manager, certain Securitization Entities and the SPV Franchisors entered into license agreements pursuant to which they granted, respectively, to certain Non-Securitization Entities (i) a non-exclusive license to use and sublicense the Securitization IP in connection with owning and operating certain company-owned store locations, UK locations and Canadian locations and (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services.

The contributions of the Securitization Assets are between entities under common control and are recorded at book value. No gain or loss has been realized on the transactions.

On March 25, 2021, the Securitization Entities entered into the management agreement (the "Management Agreement") with the Manager to perform certain services on behalf of the Securitization Entities, including, among other things, collecting franchisee payments, managing the operations on behalf of the Securitization Entities, and performing certain franchising, marketing, and operational and reporting services, as well as managing the intangible assets on behalf of the Securitization Entities. In exchange for providing such services, the Manager will be entitled to receive certain management fees on a weekly basis.

***Basis of Presentation***

The accompanying combined financial statements as of December 31, 2025 and December 31, 2024 include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

FASB ASC Topic 810-10, Consolidation, applies to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support. Such an entity is referred to as a variable interest entity ("VIE"). FASB ASC Topic 810-10 requires the consolidation of a VIE by its primary beneficiary. The primary beneficiary is the entity, if any, that has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE, which is the Company and its subsidiaries.

The Company has determined that the Securitization Entities qualify as VIE's and that Neighborly Company, the Manager, is the primary beneficiary, having both power and benefits, of the Securitization Entities. Accordingly, consolidation of the Company and its subsidiaries (including the SPV Franchisors and the Non-franchisor SPVs) is precluded, and as a result, combined financial statements are presented. All intercompany transactions have been eliminated.

***Acquisition of the Manager***

On June 29, 2021, Kohlberg Kravis and Roberts ("KKR"), and associated co-investors formed Nest Bidco Inc. which, on September 1, 2021, purchased 100% of the shares of Balcones Holdco, Inc., the parent company of Neighborly Company, from TDG Investment Holdings, LP. Nest Bidco Inc. is an indirectly wholly owned subsidiary of Nest Holdings LP, which is the ultimate parent company of the

newly formed business. The transaction was effected to add Neighborly to KKR's investment portfolio.

***Use of Estimates***

The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Income Taxes***

The Company is a single-member limited liability company for federal and state income tax purposes with all income tax liabilities and/or benefits of the Company being passed through to the Manager. As such, no recognition of federal or state income taxes will be provided for in the financial statements of the Company.

***Revenue Recognition***

The Company's primary sources of revenue are as follows:

- Franchise service fees and related revenue include fees from existing franchise owners based on a percentage of each franchise owner's gross sales, which generally range from 2% to 15% of the franchise owner's gross sales, as well as fees for franchise sales generated from the sale of new and existing franchise territories; and

- Sales of products and services to unrelated third parties.

*Franchise service fees and related revenue*

Typically, franchise agreements are granted to franchise owners for an initial term of ten years with an option to renew. Our performance obligations under franchise agreements consist of providing a license of our brand's intellectual property, a list of approved suppliers, certain training programs, an operations manual, and to maintain the marketing, advertising, and promotional (MAP) fund. These performance obligations are highly interrelated and we do not consider them to be individually distinct, and therefore account for them as a single performance obligation, which collectively represent the obligation to provide a license for the right to use our brand's intellectual property. Revenue related to franchise sales agreements is recognized on a straight-line basis over the term of the agreement and the contract liabilities are recorded in Deferred revenue – current and Deferred revenue in the Combined Balance Sheets. Other revenue associated with the franchise agreements includes variable or sales-based royalties and services and MAP fund fees collected, which are recognized as the underlying sales occur and performance obligations are satisfied.

In the event a franchise agreement is terminated, without a corresponding agreement executed by the same franchise owner, any remaining deferred fees as well as applicable termination fees are recognized in the period of termination.

The Company at times extends credit to entities for the purchase of franchises. These entities are typically controlled by individuals who operate their franchise as an owner/manager. Generally, the

trade notes receivables are collateralized by the related franchise territory rights. The Company also periodically extends unsecured credit to its franchise owners for unpaid franchise service fees. The Company places notes receivable on nonaccrual status when payment is ninety days past due and ceases to recognize revenue from interest on the note until such time as the note receivable is no longer past due. Interest on trade notes receivable is recorded as Franchise service fees and related revenue when earned. Each entity's ability to perform is dependent upon the economic condition of the business. The Company maintains ongoing credit evaluations of its franchise owners.

Allowances for expected credit losses is required on financial instruments based on the total estimated amount to be collected over the lifetime of the instrument. The Company considers both current conditions and reasonable and supportable forecasts of future conditions for estimating expected credit losses. Current conditions considered include pre-defined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

Franchise service fee revenues represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized in the period in which the sales occur. Sales-based royalties are variable consideration related to our performance obligations to our franchise owners to maintain the intellectual property being licensed.

The right to collect MAP fees and the obligation to maintain the MAP fund is assigned to the Manager by each SPV Franchisor, and the performance obligation and fulfillment thereof resides with the Manager. The Manager's obligation related to these funds is to administer the MAP fund, keep unused MAP fees in segregated bank accounts and use MAP fees for certain activities related to the marketing and promotion of the individual businesses. The Manager acts as the principal in the transaction related to the MAP fund contributions and expenditures. MAP fund contributions and expenditures are reported on a gross basis in the accompanying Combined Statements of Operations and Comprehensive Income in Franchise service fees and related revenue. As noted above, we have concluded the advertising services provided to franchise owners are highly interrelated with the franchise rights and not a distinct performance obligation; therefore, revenues from MAP fund fees are recognized as advertising and promotion fund revenue when the related sales occur based on the application of the sales-based royalty exception within ASC 606, Revenue from contracts with customers.

Synthetic royalties from affiliated entities represent sales-based royalties that are related entirely to our performance obligation under intellectual property license agreements with affiliated entities and are recognized in the period in which the sales occur in Franchise service fees and related revenue in the accompanying Combined Statements of Operations and Comprehensive Income. Synthetic royalties were $26,582 and $28,242 for the years ended December 31, 2025 and 2024, respectively. These sales-based royalties are variable consideration related to our performance obligations to affiliated entities to maintain the intellectual property being licensed. The synthetic royalties are based on separate agreements with affiliates depending on the circumstances and revenues earned. Generally, these royalties are based on a percentage of revenues or profits.

*Sales of products and services*

Revenues from product sales are recorded in Sales of products and services and recognized upon transfer of title, when delivered to the customer, when the work is performed, or orders are shipped.

***Contract Balances***

The contract liabilities which we classify as "deferred revenue" consist primarily of the unamortized portion of initial franchise fees that are currently being amortized into revenue, amounts related to pending agreements, or other deferred revenues not related to franchise agreements. The contract balances related to deferred franchise revenue represents our remaining performance obligations to our franchise owners, as we account for our highly interrelated obligations as a single performance obligation, which collectively represent the obligation to provide a license for the right to use our brand's intellectual property excluding amounts of variable consideration related to sale-based royalties, synthetic royalties, license fees and advertising. The other deferred revenues not related to the franchise agreements are included in current deferred revenue.

The components of the change in deferred revenue are as follows:

| | Year Ended December 31, | |
|---|---|---|
| | 2025 | 2024 |
| Balance at beginning of period | $ 85,532 | $ 83,807 |
| Fees received from franchise owners | 36,358 | 35,141 |
| Franchise sales fee revenue recognized | (39,428) | (33,680) |
| Other changes in deferred revenue | 974 | 264 |
| Balance at end of period | 83,436 | 85,532 |
| Less: current portion | 14,623 | 14,745 |
| Deferred revenue noncurrent | $ 68,813 | $ 70,787 |

As of December 31, 2025, the deferred revenue expected to be recognized for each of the next five years, and in the aggregate, is as follows:

| Years ending December 31, | |
|---|---|
| 2026 | $ 14,623 |
| 2027 | 12,383 |
| 2028 | 11,779 |
| 2029 | 10,604 |
| 2030 | 9,413 |
| Thereafter | 24,634 |
| | $ 83,436 |

Direct, incremental selling expenses are reimbursed by the Company to the Manager. Such costs paid when the franchise agreement is executed are recorded as a contract asset by the Company and amortized over the life of the agreement consistent with the recognition of the deferred revenue. Contract assets are included in Prepaid expenses and other current assets and Prepaid selling expenses - less current portion in the accompanying Combined Balance Sheets. For the year ended December 31, 2025, $24,756 of costs were incurred and expense of $18,906 was recognized. For the year ended December 31, 2024, $24,044 of costs were incurred and expense of $14,023 was recognized. The ending asset for deferred contract costs as of December 31, 2025 was $65,285, of which $9,135 was current. The ending asset for deferred contract costs as of December 31, 2024 was $59,435, of which $7,940 was current.

***Advertising***

The Company expenses advertising costs as incurred. Advertising expense was $13,554 and $12,013 for the years ended December 31, 2025 and 2024, respectively. Advertising expense is included in General and administrative expense in the accompanying Combined Statements of Operations and Comprehensive Income. This is separate from MAP fees which are presented on their own line in Combined Statements of Operations and Comprehensive Income.

***Inventories***

Inventories consist of products to be sold and are stated at the lower of cost (first-in, first-out method) or net realizable value. Inventories were $1,289 and $1,783 as of December 31, 2025 and 2024, respectively.

***Property and Equipment***

Property and equipment is stated at cost and is depreciated using the straight-line method over the estimated useful lives of the respective assets which are generally as follows: machinery, equipment, and vehicles (5-10 years); and software (3 years). Additions, renewals, and betterments are capitalized; maintenance and repairs which do not extend the useful life of the asset are expensed as incurred.

Management evaluates long-lived assets used in operations for impairment when indicators of impairment are present. If the sum of the estimated undiscounted future cash flows related to the asset is less than the carrying amount, we recognize a loss equal to the difference between the carrying value and the fair value, usually determined by the estimated discounted cash flow analysis of the asset. The Company's evaluation of these long-lived assets indicated that certain assets within a single asset group were not recoverable as the carrying value exceeded the estimated fair value of the assets based on the undiscounted future cash flows. The Company recorded an impairment charge of $4,068 for the year ended December 31, 2025 reducing the carrying value of the property and equipment with a corresponding charge to earnings. The impairment amount recognized in 2025 is classified in the Loss on impairment financial statement line item on the Combined Statement of Operations and Comprehensive Income. No impairment losses were recorded for property and equipment in 2024.

***Goodwill***

Goodwill represents the excess of the consideration transferred over the fair value of identifiable net assets acquired. The Company tests goodwill annually for impairment, or earlier if events or changes in circumstances indicate that impairment may exist. Management's impairment tests are

generally performed as of October 1st annually. The Company's current goodwill balance was measured as of September 1, 2021, resulting from the acquisition of the Manager and pushdown accounting election, based on the excess of consideration over the fair value of assets acquired.

The Company performed a qualitative assessment of its goodwill as of October 1, 2025 and concluded it is not more likely than not that the fair value of its reporting unit is less than the carrying amount and, as such, a quantitative impairment test was not considered necessary. Management determined that there was no impairment of goodwill in the combined financial statements.

***Intangible Assets***

Intangible assets consist of tradenames, franchise relationships, national accounts, developed technology, and domain name, and are stated at their acquisition-date fair value, less subsequent amortization. The Company's intangible assets are definite lived, other than domain name, which is indefinite lived.

For definite lived intangible assets, when events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable, the Company evaluates the definite lived intangible assets for impairment by comparing the carrying value to the anticipated future undiscounted cash flows expected to be generated from the use of the intangible assets. If the carrying amount is not recoverable, a loss is recorded in the amount the carrying value exceeds the fair market value of the assets. The Company performed a qualitative assessment of its intangible assets and determined that no indicators of impairment were present for definite lived intangible assets.

Tradenames are amortized over their estimated useful life of 20 years, using the straight-line method. Franchise relationships and national accounts relationships are amortized over their estimated useful lives of 15 years, using the straight-line method. Software is amortized over its estimated useful life of 3 years, using the straight-line method.

Domain names are stated at their acquisition-date fair value, and are not amortized, as their useful lives are considered indefinite, but are subject to annual impairment testing. The Company performed a qualitative assessment of its indefinite lived intangible assets as of October 1 in each of 2025 and 2024 and concluded it is not more likely than not that the fair value of its domain names is less than the carrying amount and, as such, a quantitative impairment test was not considered necessary.

***Fair Value of Financial Instruments and Non-Financial Assets***

In accordance with FASB ASC 820, Fair Value Measurements, certain assets carried at fair value are categorized based on the level of judgment associated with the inputs used to measure their fair value. The standard establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels:

Level 1 - Inputs are unadjusted quoted market prices in active markets for identical assets or liabilities at the measurement date.

*Level* 2 - Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date for the duration of the instrument's anticipated life.

*Level* 3 - Inputs are unobservable and therefore reflect management's best estimate of the assumptions that market participants would use in pricing the asset or liability.

As of December 31, 2025 and December 31, 2024, the Company's cash, restricted cash, accounts payable and accrued liabilities are carried at cost, which approximates fair value due to the short-term nature of each instrument and are classified as Level 1. The carrying values reported for trade accounts receivable and trade notes receivables, net of allowances, includes a degree of counterparty non-performance risk and are classified as level 2.

The trade names, systems in place, and developed technology were valued using the relief from royalty method and the franchise relationships and national account relationships were valued using the multi-period excess earnings method in the periods acquired. The future projections and estimates used for the valuations are considered Level 3 inputs.

***Foreign Currency Translation***

Combined entities that have a functional currency that differs from the Company's reporting currency include our foreign subsidiaries, which are in the UK Foreign currency denominated assets and liabilities are translated using the exchange rates at the end of each reporting period. Results of foreign operations are translated at the weighted average exchange rate for each reporting period. Translation adjustments are included as a component of accumulated other comprehensive income until realized. Where amounts denominated in a foreign currency are converted into US dollars by remittance or repayment, the realized exchange differences are included in the accompanying Combined Statements of Operations and Comprehensive Income, primarily in general and administrative expense, and was immaterial in all periods presented.

***Cash and Restricted Cash***

Cash consists of cash held on deposit. Restricted cash includes securitized cash held on deposit in Company accounts related to the Securitization Transaction.

Cash and restricted cash consists of the following:

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| Cash | $ 4,181 | $ 2,499 |
| Restricted cash: | | |
| Whole business securitization | 4,362 | 4,037 |
| Total cash and restricted cash | $ 8,543 | $ 6,536 |

The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

## 2. Securitization Transactions

On March 25, 2021, the Manager, a Non-Securitization Entity, contributed to the Company through a series of asset transfers to the Securitization Entities, substantially all of the US intellectual property, including tradenames, franchise agreements, national account relationships and systems-in-place and the UK tradenames. The Manager, certain Securitization Entities and the SPV Franchisors entered into license agreements pursuant to which they granted, respectively, to certain Non-Securitization Entities (i) a non-exclusive license to use and sublicense the Securitization IP in connection with owning and operating certain company-owned store locations, UK locations and Canadian locations and (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services.

The Company received a cash capital contribution in January 2022 of $102,000 which the Company used to acquire $102,000 in intangible assets. Also in January 2022, the Company received a non-cash capital contribution of $13,456, consisting of $10,862 in property and equipment, $2,082 in intangible assets, and $512 in inventories. In March 2022, the Company received a non-cash contribution of $1,214, consisting of $1,169 in property and equipment and $45 in inventories. In December 2022, the Company received a non-cash contribution of $2,112 in intangible assets from the Manager.

In January 2023, the Company received a non-cash contribution of $101,756, consisting of $99,349 in intangible assets, $3,600 in accounts receivable, $2,241 in property and equipment, $280 in inventories, and an unearned revenue liability, net of prepaid selling expenses, of $3,714.

The contributions of the Securitization Assets are between entities under common control and are recorded at book value as of the unaudited interim date. No gain or loss has been realized on the transactions.

The Issuer is dependent on the Company for sufficient cash flows from their securitized operations to service the Series 2021-1, Series 2022-1, and Series 2023-1 Senior Notes (see Note 3), remit management fees to the Manager, and pay certain other ongoing costs related to the Securitization Transaction.

## 3. Debt Guarantee

In conjunction with the Securitization Transaction, on March 25, 2021, the Issuer issued $800,000 Series 2021-1 3.584% Fixed Rate Senior Secured Notes (the "Series 2021-1 Senior Notes"). The Series 2021-1 Senior Notes have an anticipated repayment date of April 30, 2028, and a final maturity date of April 30, 2051. Scheduled principal payments of $2,000 and interest are paid quarterly. As of December 31, 2025 and 2024, the Series 2021-1 Senior Notes had $764,000 and $772,000 outstanding, respectively.

Additionally, the Securitization Transaction provided for a $10,000 variable rate Delayed Draw Class A-1-LR Senior Note ("Series 2021-1 Class A-1 Notes"), with a final maturity date of April 30, 2051, which is only available for limited purposes and may not be drawn by the Issuer. Interest on draws is paid weekly at the Secured Overnight Financing Rate (SOFR) plus 300 basis points. As of December 31, 2025 and 2024, no borrowings had been made on the Series 2021-1 Class A-1 Notes.

On January 19, 2022, in connection with a second securitization, the Issuer, issued $410,000 Series 2022-1 3.695% Fixed Rate Senior Secured Notes (the "Series 2022-1 Senior Notes") through a second whole business securitization transaction (the "Second Securitization Transaction"). The Series 2022-1 Senior Notes have an anticipated repayment date of January 30, 2029, and a final maturity date of January 30, 2052. Scheduled principal payments of $1,030 and interest are paid quarterly. As of December 31, 2025 and 2024, the Series 2022-1 Senior Notes had $394,625 and $398,725 outstanding, respectively.

Additionally, the Second Securitization Transaction provided for a $4,000 variable rate Delayed Draw Class A-1-LR Senior Note (the "Series 2022-1 Class A-1 Notes"), with a final maturity date of January 30, 2052, which is only available for limited purposes and may not be drawn by the Issuer. Interest on draws is paid weekly at a rate equal to Prime plus 300 basis points. As of December 31, 2025 and 2024, no draws had been made on the Series 2022-1 Class A-1 Notes.

On February 3, 2023, in connection with a third securitization, the Issuer, issued $275,000 Series 2023-1 7.308% Fixed Rate Senior Secured Notes (the "Series 2023-1 Senior Notes") through a third whole business securitization transaction (the "Third Securitization Transaction"). The Series 2023-1 Senior Notes have an anticipated repayment date of January 30, 2028, and a final maturity date of January 30, 2053. Scheduled principal payments of $687 and interest are paid quarterly. As of December 31, 2025 and 2024, the Series 2023-1 Senior Notes had $267,438 and $270,188 outstanding, respectively.

Additionally, the Third Securitization Transaction provided for a $5,025 variable rate Delayed Draw Class A-1-LR Senior Note (the "Series 2023-1 Class A-1 Notes"), with a final maturity date of January 30, 2053, which is only available for limited purposes and may not be drawn by the Issuer. On December 11, 2024, the Series 2023-1 Class A-1 Notes maturity date was amended to change to January 30, 2055. Interest on draws is paid weekly at a rate equal to SOFR plus 300 basis points. As of December 31, 2025, no draws had been made on the Series 2023-1 Class A-1 Notes.

The Series 2021-1 Senior Notes, the Series 2022-1 Senior Notes, the Series 2023-1 Senior Notes, the Series 2021-1 Class A-1 Notes, the Series 2022-1 Class A-1 Notes, and the Series 2023-1 Class A-1 Notes described above issued in conjunction with the Securitization Transaction, the Second Securitization Transaction, and the Third Securitization Transaction (together, the "Securitization Transactions") are secured by substantially all assets of the Securitization Entities and guaranteed by the Securitization Entities, including the Company, each of which is a bankruptcy remote entity and which owned substantially all of the Manager's US intellectual property including tradenames, franchise agreements, national account relationships and systems-in-place, as well as the UK tradenames as of the date of issuance. The restrictions placed on the Issuer and its subsidiaries require that interest and scheduled principal payments on the Senior Notes and Class A-1 Notes be paid prior to any residual distributions to the Manager, and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest and scheduled principal amounts due. The amount of weekly cash flow that exceeds all expenses and obligations of the Issuer and its subsidiaries is generally remitted to the Manager in the form of a distribution. The Manager also receives a fee for the services it provides to the Securitization Entities that is senior to debt service. The Securitization Transaction requires, among other things, maintenance of minimum debt-service coverage ratio levels and additional incurrence of indebtedness and scheduled amortization requirements are subject to compliance with maximum leverage ratio levels. As of December 31, 2025 and 2024, the Issuer was in compliance with all debt-service coverage covenants.

## 4. Intangible Assets and Goodwill

On March 25, 2021, intangible assets were contributed to the Company, along with certain dates thereafter as discussed in Note 1. Each of the SPV Franchisors are wholly owned subsidiaries and there was no change in ultimate ownership. Accordingly, there has been no change in control and therefore the Company concluded that the guidance in ASC 805 Business Combinations was not applicable. Intangible assets were recorded at the carrying value from the contributing entities on the date of the contribution, as the entities are under common control. Upon the acquisition by KKR (see Note 1), and the Company's election to apply pushdown accounting, the intangible assets were recorded at their acquisition-date fair values.

Intangible assets as of December 31, 2025, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Amortization | Net Amount |
|---|---|---|---|---|
| Tradenames | 20 years | $ 976,304 | $ 206,518 | $ 769,786 |
| Franchise relationships | 15 years | 552,020 | 158,755 | 393,265 |
| National accounts | 15 years | 2,530 | 666 | 1,864 |
| Customer relationships | 5 years | 12,400 | 8,267 | 4,133 |
| Developed Technology | 3 years | 720 | 720 | - |
| Total definite-lived intangibles | | $ 1,543,974 | $ 374,926 | $ 1,169,048 |

| | Useful Life | Gross Amount | Accumulated Amortization | Net Amount |
|---|---|---|---|---|
| Domain Name | Indefinite | $ 1,314 | $ - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | $ - | $ 1,314 |

Intangible assets as of December 31, 2024, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Amortization | Net Amount |
|---|---|---|---|---|
| Tradenames | 20 years | $ 968,277 | $ 156,717 | $ 811,560 |
| Franchise relationships | 15 years | 552,020 | 121,954 | 430,066 |
| National accounts | 15 years | 2,530 | 497 | 2,033 |
| Customer relationships | 5 years | 12,400 | 5,787 | 6,613 |
| Developed Technology | 3 years | 720 | 631 | 89 |
| Total definite-lived intangibles | | $ 1,535,947 | $ 285,586 | $ 1,250,361 |

| | Useful Life | Gross Amount | Accumulated Amortization | Net Amount |
|---|---|---|---|---|
| Domain Name | Indefinite | $ 1,314 | $ - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | $ - | $ 1,314 |

Amortization expense was $88,214 and $89,241 for the years ended December 31, 2025 and 2024, respectively.

Estimated amortization expense for the subsequent five years is as follows:

| Years ending December 31, | | |
|---|---|---|
| 2026 | $ | 88,245 |
| 2027 | | 87,418 |
| 2028 | | 85,765 |
| 2029 | | 85,765 |
| 2030 | | 85,765 |
| Thereafter | | 736,090 |
| | **$** | **1,169,048** |

***Goodwill***

The Company has assigned goodwill to its reporting units based on fair valuation analysis completed for the acquisition of the Manager by KKR. There have been no impairments recorded on goodwill from the date of the acquisition by KKR on September 1, 2021.

The changes in the carrying amount of goodwill are as follows:

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| Balance at beginning of period | $ 1,731,288 | $ 1,732,653 |
| Adjustment to goodwill for unrealized gain (loss) on foreign currency | 6,039 | (1,365) |
| Balance at end of period | $ 1,737,327 | $ 1,731,288 |

## 5. Member's Equity

Neighborly Assetco LLC ("the Limited Liability Company") was formed pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act").

The Limited Liability Company is governed by a Limited Liability Company Agreement in which management of the Company is vested in the member ("the Member"), the Manager, who has all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company.

The Member may appoint officers of the Company and may revoke delegated authorities and duties at any time by the Member.

The Limited Liability Company is capitalized with a single membership unit with a $1 per unit par value.

Pursuant to the Management Agreement, excess cash collections after distributions to the Issuer for quarterly interest and scheduled principal payments, expense reimbursements to the Manager and payment of management fees, are distributed to the Manager, as discussed in Note 8. The Member's equity is the residual of equity contributions from the Manager and income earned from operations, less distributions to the Issuer and Manager.

The Company shall dissolve, and its affairs be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the retirement, resignation or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

## 6. Trade Notes Receivable

The Company periodically receives notes from the sale of new franchises. The rights to the related franchise territory sold generally collateralize these notes. The Company also from time-to-time receives notes for delinquent franchise service fees. Such notes, as of December 31, 2025 and 2024, bear interest at rates typically ranging from 9% to 12% and generally require equal monthly installments over a life of one to ten years. Initial trade notes receivable for the respective SPV Franchisors were contributed to the Company as of March 31, 2021 by the Manager and subsequently at various dates thereafter. As the contribution was between entities under common control, the notes receivable transferred were recorded at their historical cost basis in the financial records of the Manager.

A summary of trade notes receivable as of December 31 is as follows:

| | **2025** | 2024 |
|---|---|---|
| Amounts due within one year, net of allowance for credit losses of $549 and $167 as of December 31, 2025 and 2024, respectively | $ 7,530 | $ 7,445 |
| Amounts due after one year, net of allowance for credit losses of $935 and $299 as of December 31, 2025 and 2024, respectively | 12,466 | 13,332 |
| **Total trade notes receivable, net** | **$ 19,996** | $ 20,777 |

An analysis of the changes in trade notes receivable is as follows:

| | Year Ended December 31, 2025 | 2024 |
|---|---|---|
| Gross trade notes receivable, beginning of period | $ 21,242 | $ 25,314 |
| Principal payments received | (14,419) | (17,158) |
| Notes issued | 15,048 | 14,803 |
| Net write-offs | (389) | (1,727) |
| Foreign currency translation | - | 10 |
| Gross trade notes receivable, end of period | 21,482 | 21,242 |
| Allowance for credit losses | (1,486) | (465) |
| **Net trade notes receivable, end of period** | **$ 19,996** | $ 20,777 |

An analysis of the changes in the trade notes receivable allowance is as follows:

| | Year Ended December 31, 2025 | 2024 |
|---|---|---|
| Allowance, beginning of period | $ 466 | $ 563 |
| Provision for credit losses | 1,409 | 1,630 |
| Net write-offs | (389) | (1,727) |
| **Allowance, end of period** | **$ 1,486** | $ 466 |

Scheduled future maturities of trade notes receivable are as follows:

| Years ending December 31, | |
|---|---|
| 2026 | $ 8,079 |
| 2027 | 4,488 |
| 2028 | 3,160 |
| 2029 | 2,557 |
| 2030 | 1,817 |
| Thereafter | 1,381 |
| | $ 21,482 |

## 7. Property and Equipment

A summary of property and equipment as of December 31 is as follows:

| | 2025 | 2024 |
|---|---|---|
| Machinery & equipment | $ 6,869 | $ 8,448 |
| Software | 9,892 | 11,172 |
| Vehicles | 6,443 | 10,479 |
| Total property and equipment | 23,204 | 30,099 |
| Less accumulated depreciation | (17,702) | (13,378) |
| Property and equipment - net | $ 5,502 | $ 16,721 |

Depreciation expense was $6,221 and $6,291 for the years ended December 31, 2025 and 2024, respectively. The Company recorded an impairment charge of $4,068 in 2025 related to property and equipment within one asset group as discussed in Note 2, primarily in Machinery and Equipment and vehicles.

## 8. Related Party Transactions

The Company has material ongoing transactions with the Manager and other direct and indirect subsidiaries of the Manager.

Related parties, some of which are outside the United States, pay the Company, or its subsidiaries, a synthetic royalty or license fee for access to and use of their intellectual property, none of which are denominated in a foreign currency. Synthetic royalties and master license fees from affiliated entities were $28,115 and $28,241 for the years ended December 31, 2025 and 2024, respectively.

As discussed in Note 2, the Securitized Entities entered into the Management Agreement with the Manager to perform certain services on behalf of the Securitized Entities. In exchange for the services, the Securitized Entities pay a management fee for each 12-month period equal to the sum of (i) an annual base management fee of $8,000, plus (ii) a fee of $12.425 for every $100 of aggregate total securitization revenues in the form of collections for the applicable period.

The Company incurred management fees of $45,342 and $47,126 for the years ending December 31, 2025 and 2024, respectively.

Costs of products and services as well as advertising and promotion fund expenses are reimbursed by the Company to the Manager.

Excess cash collections after distributions to the Issuer for quarterly interest and scheduled principal payments, expense reimbursements to the Manager and payment of management fees, are distributed to the Manager. Distributions were $243,507 and $248,790 for the years ended December 31, 2025 and 2024, respectively.

## 9. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in FASB ASC Topic 450, Contingencies. Accordingly, no liabilities have been accrued for these matters as of December 31, 2025 and 2024.

Management believes that the outcome of such matters will not have a material effect on the Company's combined financial statements.

## 10. Subsequent Events

In preparation of its financial statements, the Company considered subsequent events through March 31, 2026, which was the date the Company's financial statements were available to be issued.

# Neighborly Assetco LLC and Subsidiaries

Combined Financial Statements
As of December 31, 2024 and 2023 and
for the years ended December 31, 2024 and 2023

# Neighborly Assetco LLC and Subsidiaries

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# Report of Independent Auditors

To the Board of Directors and Stockholders of
Neighborly Assetco LLC and Subsidiaries

## Opinion

We have audited the combined financial statements of Neighborly Assetco LLC and subsidiaries (the Company), which comprise the combined balance sheets as of December 31, 2024 and 2023, and the related combined statements of operations and comprehensive income, changes in member's equity and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the 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 of 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 for 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 of 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 GAAS will always detect a material

misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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.

Ernst & Young LLP

Dallas, Texas
March 31, 2025

# Neighborly Assetco LLC and Subsidiaries

**Combined Balance Sheets**
**($000's)**

| As of December 31, | | **2024** | | 2023 |
|---|---|---|---|---|
| **Assets** | | | | |
| Current assets | | | | |
| Cash | **$** | **2,499** | $ | 3,171 |
| Restricted Cash | | **4,037** | | 1,566 |
| Trade accounts receivable - net | | **24,255** | | 23,826 |
| Trade notes receivable, current portion – net | | **7,445** | | 9,530 |
| Inventories | | **1,783** | | 989 |
| Prepaid selling expenses, current | | **7,940** | | 6,935 |
| Other current assets | | **3,321** | | 2,597 |
| Total current assets | | **51,280** | | 48,614 |
| Property and equipment – net | | **16,721** | | 18,779 |
| Prepaid selling expenses, less current portion | | **51,495** | | 42,479 |
| Trade notes receivable, less current portion - net | | **13,332** | | 15,221 |
| Intangible assets - net | | **1,251,674** | | 1,341,184 |
| Goodwill | | **1,731,288** | | 1,732,653 |
| Total assets | **$** | **3,115,790** | **$** | 3,198,930 |
| **Liabilities and Member's Equity** | | | | |
| Current liabilities | | | | |
| Accrued liabilities | **$** | **2,998** | $ | 3,908 |
| Deferred revenue, current | | **14,745** | | 13,631 |
| Total current liabilities | | **17,743** | | 17,539 |
| Deferred Revenue, less current portion | | **70,787** | | 70,176 |
| Contingencies (Note 9) | | | | |
| Member's Equity | | | | |
| Additional paid-in equity | **$** | **2,531,790** | $ | 2,780,580 |
| Accumulated earnings | | **494,774** | | 335,404 |
| Accumulated other comprehensive income/(loss) | | **696** | | (4,769) |
| Total Member's Equity | | **3,027,260** | | 3,111,215 |
| Total liabilities and member's equity | **$** | **3,115,790** | $ | 3,198,930 |

*See accompanying notes to combined financial statements.*

# Neighborly Assetco LLC and Subsidiaries

## Combined Statements of Operations and Comprehensive Income
## ($000's)

| For the years ended December 31, | | 2024 | 2023 |
|---|---|---|---|
| **Revenues and income** | | | |
| Franchise service fees | $ | 180,984 | 169,842 |
| Synthetic royalties and master license fees | | 28,242 | 28,705 |
| Franchise sales fees | | 33,680 | 36,783 |
| Sales of products and services | | 140,458 | 143,807 |
| Advertising and promotional fund revenue | | 47,800 | 42,404 |
| Other revenue | | 30,502 | 30,338 |
| Total revenues and income | | 461,666 | 451,879 |
| **Cost of Sales** | | | |
| Products and services | | 72,612 | 68,752 |
| Gross Profit | | 389,054 | 383,127 |
| Selling expense | | 15,364 | 6,939 |
| General and administrative expense | | 17,967 | 18,705 |
| Advertising and promotional fund expense | | 49,981 | 47,365 |
| Depreciation and amortization | | 95,532 | 97,290 |
| Management expenses | | 47,126 | 44,075 |
| Bad debt expense | | 3,714 | 2,283 |
| **Net income** | $ | 159,370 | 166,470 |
| **Other comprehensive income** | | | |
| Foreign currency translation adjustment | | 5,465 | 18,104 |
| **Comprehensive income** | $ | 164,835 | 184,574 |

*See accompanying notes to combined financial statements.*

# Neighborly Assetco LLC and Subsidiaries

**Combined Statements of Changes in Member's Equity**
**($000's)**

| | Member's Equity |
|---|---|
| **Balance – December 31, 2022** | **$ 3,090,123** |
| Adoption of accounting principle | 506 |
| Equity contribution | 101,756 |
| Distributions | (265,744) |
| Net income | 166,470 |
| Foreign currency translation adjustment | 18,104 |
| **Balance – December 31, 2023** | **$ 3,111,215** |
| Distributions | (248,790) |
| Net income | 159,370 |
| Foreign currency translation adjustment | 5,465 |
| **Balance – December 31, 2024** | **$ 3,027,260** |

*See accompanying notes to combined financial statements.*

# Neighborly Assetco LLC and Subsidiaries

## Combined Statements of Cash Flows
## ($000's)

| For the years ended December 31, | 2024 | 2023 |
|---|---|---|
| **Operating activities** | | |
| Net income | $ 159,370 | $ 166,470 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | 95,532 | 97,290 |
| Bad debt expense | 3,714 | 2,283 |
| Trade notes issued | (14,803) | (15,050) |
| Collections of notes receivable | 17,158 | 16,293 |
| Changes in assets and liabilities: | | |
| Trade accounts receivable | (2,524) | (464) |
| Inventories | (794) | 883 |
| Prepaid selling expenses and other assets | (3,646) | (11,464) |
| Accrued liabilities | (1,361) | 198 |
| Deferred revenue | 1,725 | 11,195 |
| Net cash provided by operating activities | 254,371 | 267,634 |
| **Investing activities** | | |
| Purchase of equipment and other assets | (3,782) | (2,893) |
| Net cash used in investing activities | (3,782) | (2,893) |
| **Financing activities** | | |
| Distributions paid | (248,790) | (265,744) |
| Net cash used in financing activities | (248,790) | (265,744) |
| **Net increase (decrease) in cash and restricted cash** | 1,799 | (1,003) |
| **Cash and restricted cash -** Beginning of period | 4,737 | 5,740 |
| **Cash and restricted cash -** End of period | $ 6,536 | $ 4,737 |
| **Supplemental cash flow disclosures:** | | |
| Non-cash contribution of equity | $ - | $ 101,756 |

*See accompanying notes to combined financial statements.*

## 1. Description of Business and Significant Accounting Policies

### *Organization and Description of Business*

Neighborly Assetco LLC ("we", "our" and the "Company") is an infinite-lived single-member special purpose Delaware limited liability company and was organized on November 13, 2020, with no operations until March 25, 2021. The Company is a direct, wholly owned subsidiary of Neighborly Issuer LLC (the "Issuer"), which is a special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Neighborly SPV Guarantor LLC (the "SPV Guarantor"), which is a special purpose Delaware limited liability company that is an indirect, wholly owned subsidiary of Neighborly Company (the "Manager"). All of the issued and outstanding limited liability company interests of the Company are directly owned by the Issuer, upon an initial $1.00 capital contribution. The Company is a bankruptcy remote entity that owns substantially all of the US intellectual property including tradenames, franchise agreements, national account relationships and systems-in-place, as well as the United Kingdom (the "UK") tradenames of the Manager. The Company conducts transactions with affiliated parties under common control, and as such, results of operations may not be indicative of operations on a stand-alone basis, without those transactions with related parties. The Company has no employees and relies on the Manager for continued operations.

As of March 25, 2021 the Company's subsidiaries were comprised of a number of franchisors and related supporting businesses operating in the United States (the "US") and internationally and include the following businesses: Aire Serv SPV LLC, Mr. Electric SPV LLC, The Grounds Guys SPV LLC, Rainbow International SPV LLC, Glass Doctor SPV LLC, Mr. Appliance SPV LLC, Mr. Rooter SPV LLC, Molly Maid SPV LLC, Mr. Handyman SPV LLC, Five Star Painting SPV LLC, Window Genie SPV LLC, Real Property Management SPV LLC, Mosquito Joe SPV LLC, HouseMaster SPV LLC, Dryer Vent Wizard SPV LLC, ShelfGenie SPV LLC, and Precision Door Service SPV LLC (each an "SPV Franchisor" and together the "SPV Franchisors") and ProTradeNet SPV LLC, Back Office SPV LLC and G-O Manufacturing SPV LLC (each a "Non-Franchisor SPV Entity" and together the "Non-Franchisor SPV Entities"), each of which is a direct, wholly owned subsidiary of the Company.

In June 2021, assets of Neighborly Services Solutions SPV LLC, a Non-Franchisor SPV entity, were contributed to the Company.

In January 2022, assets of Zorware SPV LLC, NBLY Co Ops CO SPV LLC, and Trench Right SPV LLC were contributed to the Company and intangible assets were acquired by Pimlico SPV Limited, all Non-Franchisor entities. In March 2022, additional assets of NBLY Co Ops CO SPV LLC as well as assets of NBLY Co Ops AZ SPV, both Non-Franchisor entities, were contributed to the Company. In December 2022, intangible assets of Greensleeves Limited were contributed to the Company.

In January 2023, assets of NBLY Co Ops IN SPV LLC, NBLY Logistics SPV LLC, Lawn Pride SPV LLC, and Junk King SPV LLC, were contributed to the Company.

The Company holds all the equity interests in the SPV Franchisors and the Non-Franchisor SPV Entities, certain intellectual property, certain license agreements and certain vendor agreements. Each SPV Franchisor holds the tradenames and the franchise agreements related to such brand and any product supply agreements or vendor agreements related to such brand. The Non-Franchisor SPV Entities hold certain tradenames, certain product supply agreements, certain vendor agreements and the office service agreements.

The Company was formed in connection with a financing transaction (the "Securitization Transaction"), which was completed on March 25, 2021 (see Note 2). On March 25, 2021, the Manager, a Non-Securitization Entity, contributed to the Company through a series of asset transfers to the SPV Guarantor, the Issuer, the Company and its subsidiaries (the "Securitization Entities"), substantially all of its US intellectual property, including tradenames (the "Securitization IP"), franchise agreements, national account relationships and systems-in-place and the UK tradenames (collectively, the "Securitization Assets"). The Manager, certain Securitization Entities and the SPV Franchisors entered into license agreements pursuant to which they granted, respectively, to certain Non-Securitization Entities (i) a non-exclusive license to use and sublicense the Securitization IP in connection with owning and operating certain company-owned store locations, UK locations and Canadian locations and (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services.

The contributions of the Securitization Assets are between entities under common control and are recorded at book value. No gain or loss has been realized on the transactions.

On March 25, 2021, the Securitization Entities entered into the management agreement (the "Management Agreement") with the Manager to perform certain services on behalf of the Securitization Entities, including, among other things, collecting franchisee payments, managing the operations on behalf of the Securitization Entities, and performing certain franchising, marketing, and operational and reporting services, as well as managing the intangible assets on behalf of the Securitization Entities. In exchange for providing such services, the Manager will be entitled to receive certain management fees on a weekly basis.

***Basis of Presentation***

The accompanying combined financial statements as of December 31, 2024 and December 31, 2023 include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

FASB ASC Topic 810-10, Consolidation, applies to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support. Such an entity is referred to as a variable interest entity ("VIE"). FASB ASC Topic 810-10 requires the consolidation of a VIE by its primary beneficiary. The primary beneficiary is the entity, if any, that has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE, which is the Company and its subsidiaries.

The Company has determined that the Securitization Entities qualify as VIE's and that Neighborly Company, the Manager, is the primary beneficiary, having both power and benefits, of the Securitization Entities. Accordingly, consolidation of the Company and its subsidiaries (including the SPV Franchisors and the Non-franchisor SPVs) is precluded, and as a result, combined financial statements are presented. All intercompany transactions have been eliminated.

***Acquisition of the Manager***

On June 29, 2021, Kohlberg Kravis and Roberts ("KKR"), and associated co-investors formed Nest Bidco Inc. which, on September 1, 2021, purchased 100% of the shares of Balcones Holdco, Inc., the parent company of Neighborly Company, from TDG Investment Holdings, LP. Nest Bidco Inc. is an indirectly wholly owned subsidiary of Nest Holdings LP, which is the ultimate parent company of the

newly formed business. The transaction was effected to add Neighborly to KKR's investment portfolio, and allows Neighborly to gain access to KKR's capital and resources.

***Use of Estimates***

The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Income Taxes***

The Company is a single-member limited liability company for federal and state income tax purposes with all income tax liabilities and/or benefits of the Company being passed through to the Manager. As such, no recognition of federal or state income taxes will be provided for in the financial statements of the Company.

***Revenue Recognition***

The Company's primary sources of revenue are as follows:

- Franchise service fees from existing franchise owners based on a percentage of each franchise owner's gross sales. These fees generally range from 2% to 15% of the franchise owner's weekly sales, depending upon the particular franchise concept and upon various other factors;

- Synthetic royalties and master license fees from affiliated entities resulting from their use of the Company's intellectual property;

- Franchise sales fees generated from the sale of new franchise territories and the sale of additional franchise territories to existing franchise owners;

- Sales of products and services to unrelated third parties;

- Advertising and promotional revenue represents marketing, advertising and promotional ("MAP") fund fees collected from existing franchise owners. These fees are typically a percentage of each franchise owner's gross sales and vary depending upon the particular franchise concept and various other factors;

- Other revenue consists of incentives earned from services performed for unrelated third parties and interest generated from notes receivable.

Typically, franchise agreements are granted to franchise owners for an initial term of ten years with an option to renew. The respective franchisor's obligations under franchise agreements consist of providing a license of the applicable brand's intellectual property, a list of approved suppliers, certain training programs, an operations manual, and to maintain the MAP fund. These performance obligations are highly interrelated, and we do not consider them to be individually distinct, and therefore account for them as a single performance obligation, which collectively represent the

obligation to provide a license for the right to use our brand's intellectual property. Revenue related to franchise agreements is recognized on a straight-line basis over the term of the agreement, with the exception of variable or sales-based royalties, MAP fund fees collected and revenue allocated to goods and services and other variable fees which are recognized as the underlying sales occur and performance obligations are satisfied.

In the event a franchise agreement is terminated, without a corresponding agreement executed by the same franchise owner, any remaining deferred fees are recognized in the period of termination.

The Company periodically extends credit to entities for the purchase of franchises. These entities are typically controlled by individuals who operate their businesses as an owner/manager. Generally, the notes receivable are collateralized by the related franchise territory rights. The Company also extends unsecured credit to its franchise owners for unpaid franchise service fees. The Company places notes receivable on nonaccrual status when payment is ninety days past due, and ceases to recognize revenue from interest on the note until such time as the note is no longer past due. Interest on trade notes receivable is recorded as revenue when earned. Each entity's ability to perform is dependent upon the economic condition of the business. The Company maintains ongoing credit evaluations of its franchise owners.

The Company adopted ASU 2016-13, Financial Instruments - Credit Losses, on January 1, 2023, which was retroactively applied as of the first day of 2023, as further described below. This accounting standard requires companies to measure expected credit losses on financial instruments based on the total estimated amount to be collected over the lifetime of the instrument. Prior to the adoption of this accounting standard, the Company recorded incurred loss reserves against receivable balances based upon past loss experience, known and inherent risks in the accounts, adverse situations that may affect a franchise owner's ability to repay, and current economic conditions.

Expected credit losses for uncollectible receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions considered include pre-defined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

Franchise service fee revenues represent sales-based royalties that are related entirely to the applicable franchisor's performance obligation under the franchise agreement and are recognized in the period in which the sales occur. Sales-based royalties are variable consideration related to our performance obligations to the franchise owners to maintain the intellectual property being licensed.

The right to collect marketing, advertising, and promotional ("MAP") fees and the obligation to maintain the MAP fund is assigned to the Manager by each SPV Franchisor, and the performance obligation and fulfillment thereof resides with the Manager. The Manager's obligation related to these funds is to administer the MAP fund, keep unused MAP fees in segregated bank accounts and use MAP fees for certain activities related to the marketing and promotion of the individual businesses. We have determined we act as the principal in the transaction related to the MAP fund contributions and expenditures. MAP fund contributions and expenditures are reported on a gross basis in the accompanying Combined Statements of Operations and Comprehensive Income. As noted above, we have concluded the advertising services provided to franchise owners are highly interrelated with the franchise rights and not a distinct performance obligation; therefore, revenues from MAP fund fees are recognized as advertising and promotion fund revenue when the related

sales occur based on the application of the sales-based royalty exception within ASC 606, Revenue from contracts with customers.

Revenues from product sales are recognized upon transfer of title, when delivered to the customer, when the work is performed, or orders are shipped. Incentives earned are recognized as services are performed.

Synthetic royalties from affiliated entities represent sales-based royalties that are related entirely to our performance obligation under intellectual property license agreements with affiliated entities and are recognized in the period in which the sales occur. These sales-based royalties are variable consideration related to our performance obligations to affiliated entities to maintain the intellectual property being licensed.

Master license and services fees from affiliated entities represent variable consideration in a series for which our performance obligation is satisfied over time, as our intellectual property is simultaneously accessed and benefits thereof consumed by affiliated entities.

***Contract Balances***

The contract liabilities which we classify as "deferred revenue" consist primarily of the unamortized portion of initial franchise fees that are currently being amortized into revenue, amounts related to pending agreements, or other deferred revenues not related to franchise agreements. Contract deferred franchise revenue represents our remaining performance obligations to our franchise owners, as we account for our highly interrelated obligations as a single performance obligation, which collectively represent the obligation to provide a license for the right to use our brand's intellectual property excluding amounts of variable consideration related to sale-based royalties, synthetic royalties, license fees and advertising. The other deferred revenues not related to the franchise agreements are included in current deferred revenue.

The components of the change in deferred revenue are as follows:

| **For the years ended December 31,** | **2024** | 2023 |
|---|---|---|
| Balance at beginning of period | $ **83,807** | $ 68,226 |
| Fees received from franchise owners | **35,141** | 47,447 |
| Franchise sales revenue recognized | **(33,680)** | (36,783) |
| Contributed from Manager | **-** | 4,386 |
| Other deferred revenue recognized | **264** | 531 |
| Balance at end of period | **85,532** | 83,807 |
| Less: current portion | **14,745** | 13,631 |
| Deferred revenue, noncurrent | $ **70,787** | $ 70,176 |

As of December 31, 2024, the deferred revenue expected to be recognized for each of the next five years, and in the aggregate, is as follows:

| Years ending December 31, | | |
|---|---|---|
| 2025 | $ | 14,745 |
| 2026 | | 11,949 |
| 2027 | | 11,701 |
| 2028 | | 11,109 |
| 2029 | | 9,829 |
| Thereafter | | 26,199 |
| | $ | 85,532 |

Direct, incremental selling expenses are reimbursed by the Company to the Manager. Such costs paid when the franchise agreement is executed are recorded as a contract asset by the Company and amortized over the life of the agreement consistent with the recognition of the deferred revenue. Contract assets are included in current and non-current prepaid selling expenses in the accompanying Combined Balance Sheets. For the year ended December 31, 2024, $24,044 of costs were incurred and expense of $14,023 was recognized. For the year ended December 31, 2023, $23,590 of costs were incurred and expense of $6,181 was recognized. The ending asset for deferred contract costs as of December 31, 2024 was $59,435, of which $7,940 was current. The ending asset for deferred contract costs as of December 31, 2023 was $49,414, of which $6,935 was current.

***Advertising***

The Company expenses advertising costs as incurred. Advertising expense was $12,013 and $13,353 for the years ended December 31, 2024 and 2023, respectively. Advertising expense is included in general and administrative expense in the accompanying Combined Statements of Operations and Comprehensive Income. This is separate from MAP fees which are presented on their own line in Consolidated Statements of Operations and Comprehensive Income (Loss).

***Inventories***

Inventories consist of products to be sold and are stated at the lower of cost (first-in, first-out method) or net realizable value.

***Property and Equipment***

Property and equipment is stated at cost and is depreciated using the straight-line method over the estimated useful lives of the respective assets which are generally as follows: machinery, equipment, and vehicles (5-10 years); and software (3 years). Additions, renewals, and betterments are capitalized; maintenance and repairs which do not extend the useful life of the asset are expensed as incurred.

Management evaluates long-lived assets used in operations for impairment when indicators of impairment are present. Impairment losses are recorded in the amount that carrying value exceeds fair market value when the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of the assets. No impairment losses for property and equipment were recorded for the years ended December 31, 2024 and December 31, 2023.

*Goodwill*

Goodwill represents the excess of the consideration transferred over the fair value of identifiable net assets acquired. The Company tests goodwill annually for impairment, or earlier if events or changes in circumstances indicate that impairment may exist. Management's impairment tests are generally performed as of October 1st annually. The Company's current goodwill balance was measured as of September 1, 2021, resulting from the acquisition of the Manager and pushdown accounting election, based on the excess of consideration over the fair value of assets acquired.

The Company performed a qualitative assessment of its goodwill as of October 1, 2024 and concluded it is not more likely than not that the fair value of its reporting unit is less than the carrying amount and, as such, a quantitative impairment test was not considered necessary. Management determined that there was no impairment of goodwill in the combined financial statements.

*Intangible Assets*

Intangible assets consist of tradenames, franchise relationships, national accounts, developed technology, and domain name, and are stated at their acquisition-date fair value, less subsequent amortization. The Company's intangible assets are definite lived, other than domain name, which is indefinite lived.

For definite lived intangible assets, when events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable, the Company evaluates the definite lived intangible assets for impairment by comparing the carrying value to the anticipated future undiscounted cash flows expected to be generated from the use of the intangible assets. If the carrying amount is not recoverable, a loss is recorded in the amount the carrying value exceeds the fair market value of the assets. The Company performed a qualitative assessment of its intangible assets and determined that no indicators of impairment were present for definite lived intangible assets.

Tradenames are amortized over their estimated useful life of 20 years, using the straight-line method. Franchise relationships and national accounts relationships are amortized over their estimated useful lives of 15 years, using the straight-line method. Software is amortized over its estimated useful life of 3 years, using the straight-line method.

Domain names are stated at their acquisition-date fair value, and are not amortized, as their useful lives are considered indefinite, but are subject to annual impairment testing. The Company performed a qualitative assessment of its indefinite lived intangible assets as of October 1 in each of 2024 and 2023 and concluded it is not more likely than not that the fair value of its domain names is less than the carrying amount and, as such, a quantitative impairment test was not considered necessary.

*Fair Value of Financial Instruments and Non-Financial Assets*

In accordance with FASB ASC 820, Fair Value Measurements, certain assets carried at fair value are categorized based on the level of judgment associated with the inputs used to measure their fair

value. The standard establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels:

Level 1 - Inputs are unadjusted quoted market prices in active markets for identical assets or liabilities at the measurement date.

*Level* 2 - Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date for the duration of the instrument's anticipated life.

*Level* 3 - Inputs are unobservable and therefore reflect management's best estimate of the assumptions that market participants would use in pricing the asset or liability.

The trade names, systems in place, and developed technology were valued using the relief from royalty method and the franchise relationships and national account relationships were valued using the multi-period excess earnings method in the periods acquired. The future projections and estimates used for the valuations are considered Level 3 inputs.

***Foreign Currency Translation***

Combined entities that have a functional currency that differs from the Company's reporting currency include our foreign subsidiaries, which are in the UK Foreign currency denominated assets and liabilities are translated using the exchange rates at the end of each reporting period. Results of foreign operations are translated at the weighted average exchange rate for each reporting period. Translation adjustments are included as a component of accumulated other comprehensive income (loss) until realized. Where amounts denominated in a foreign currency are converted into US dollars by remittance or repayment, the realized exchange differences are included in the accompanying Combined Statements of Operations and Comprehensive Income, primarily in general and administrative expense, and was immaterial in all periods presented.

***Cash and Restricted Cash***

Cash consists of cash held on deposit. Restricted cash includes securitized cash held on deposit in Company accounts related to the Securitization Transaction.

Cash and restricted cash consists of the following:

| As of December 31, | 2024 | 2023 |
|---|---|---|
| Cash | $ 2,499 | $ 3,171 |
| Restricted Cash: | | |
| Whole business securitization | 4,037 | 1,566 |
| Total cash and restricted cash | $ 6,536 | $ 4,737 |

The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

## 2. Securitization Transactions

On March 25, 2021, the Manager, a Non-Securitization Entity, contributed to the Company through a series of asset transfers to the Securitization Entities, substantially all of the US intellectual property, including tradenames, franchise agreements, national account relationships and systems-in-place and the UK tradenames. The Manager, certain Securitization Entities and the SPV Franchisors entered into license agreements pursuant to which they granted, respectively, to certain Non-Securitization Entities (i) a non-exclusive license to use and sublicense the Securitization IP in connection with owning and operating certain company-owned store locations, UK locations and Canadian locations and (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services.

The Company received a cash capital contribution in January 2022 of $102,000 which the Company used to acquire $102,000 in intangible assets. Also in January 2022, the Company received a non-cash capital contribution of $13,456, consisting of $10,862 in property and equipment, $2,082 in intangible assets, and $512 in inventories. In March 2022, the Company received a non-cash contribution of $1,214, consisting of $1,169 in property and equipment and $45 in inventories. In December 2022, the Company received a non-cash contribution of $2,112 in intangible assets from the Manager.

In January 2023, the Company received a non-cash contribution of $101,756, consisting of $99,349 in intangible assets, $3,600 in accounts receivable, $2,241 in property and equipment, $280 in inventories, and an unearned revenue liability, net of prepaid selling expenses, of $3,714.

The contributions of the Securitization Assets are between entities under common control and are recorded at book value as of the unaudited interim date. No gain or loss has been realized on the transactions.

The Issuer is dependent on the Company for sufficient cash flows from their securitized operations to service the Series 2021-1, Series 2022-1, and Series 2023-1 Senior Notes (see Note 3), remit management fees to the Manager, and pay certain other ongoing costs related to the Securitization Transaction.

## 3. Debt Guarantee

In conjunction with the Securitization Transaction, on March 25, 2021, the Issuer issued $800,000 Series 2021-1 3.584% Fixed Rate Senior Secured Notes (the "Series 2021-1 Senior Notes"). The Senior Notes have an anticipated repayment date of April 30, 2028, and a final maturity date of April 30, 2051. Scheduled principal payments of $2,000 and interest are paid quarterly. As of December 31, 2024 and 2023, $772,000 and $780,000, respectively, was outstanding on the Senior Notes.

On January 19, 2022, in connection with a second securitization, the Issuer, issued $410,000 Series 2022-1 3.695% Fixed Rate Senior Secured Notes (the "Series 2022-1 Senior Notes") through a second whole business securitization transaction (the "Second Securitization Transaction"). The Series 2022-1 Senior Notes have an anticipated repayment date of January 30, 2029, and a final maturity date of January 30, 2052. Scheduled principal payments of $1,030 and interest are paid quarterly. As of December 31, 2024 and 2023, respectively, $398,725 and $402,825, was outstanding on the Series 2022-1 Senior Notes.

On February 3, 2023, in connection with a third securitization, the issuer, issued $275,000 Series 2023-1 7.308% Fixed Rate Senior Secured Notes (the "Series 2023-1 Senior Notes") through a third whole business securitization transaction (the "Third Securitization Transaction"). The Series 2023-1 Senior Notes have an anticipated repayment date of January 30, 2028, and a final maturity date of January 30, 2053. Scheduled principal payments of $687and interest are paid quarterly. As of December 31, 2024 and 2023 respectively, $270,188 and $272,938 was outstanding on the Series 2023-1 Senior Notes.

The Series 2021-1 Senior Notes, the Series 2022-1 Senior Notes, the Series 2023-1 Senior Notes, the Series 2021-1 Class A-1 Notes, the Series 2022-1 Class A-1 Notes, and the Series 2023-1 Class A-1 Notes described above issued in conjunction with the Securitization Transaction, the Second Securitization Transaction, and the Third Securitization Transaction (together, the "Securitization Transactions") are secured by substantially all assets of the Securitization Entities and guaranteed by the Securitization Entities, including the Company, each of which is a bankruptcy remote entity and which owned substantially all of the Manager's US intellectual property including tradenames, franchise agreements, national account relationships and systems-in-place, as well as the UK tradenames as of the date of issuance. The restrictions placed on the Issuer and its subsidiaries require that interest and scheduled principal payments on the Senior Notes and Class A-1 Notes be paid prior to any residual distributions to the Manager, and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest and scheduled principal amounts due. The amount of weekly cash flow that exceeds all expenses and obligations of the Issuer and its subsidiaries is generally remitted to the Manager in the form of a distribution. The Manager also receives a fee for the services it provides to the Securitization Entities that is senior to debt service. The Securitization Transaction requires, among other things, maintenance of minimum debt-service coverage ratio levels and additional incurrence of indebtedness and scheduled amortization requirements are subject to compliance with maximum leverage ratio levels. As of December 31, 2024 and 2023, the Issuer was in compliance with all debt-service coverage covenants.

## 4. Intangible Assets and Goodwill

On March 25, 2021, intangible assets were contributed to the Company, along with certain dates thereafter as discussed in Note 1. Each of the SPV Franchisors are wholly owned subsidiaries and there was no change in ultimate ownership. Accordingly, there has been no change in control and therefore the Company concluded that the guidance in ASC 805 Business Combinations was not applicable. Intangible assets were recorded at the carrying value from the contributing entities on the date of the contribution, as the entities are under common control. Upon the acquisition by KKR (see Note 1), and the Company's election to apply pushdown accounting, the intangible assets were recorded at their acquisition-date fair values.

Intangible assets as of December 31, 2024, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Amortization | Net Amount |
|---|---|---|---|---|
| Tradenames | 20 years | $ 968,277 | $ 156,717 | $ 811,560 |
| Franchise relationships | 15 years | 552,020 | 121,954 | 430,066 |
| National accounts | 15 years | 2,530 | 497 | 2,032 |
| Customer relationships | 5 years | 12,400 | 5,787 | 6,613 |
| Developed technology | 3 years | 720 | 631 | 89 |
| Total definite-lived intangibles | | $ 1,535,947 | 285,586 | $ 1,250,360 |

| | Useful Life | Gross Amount | Accumulated Impairment | Net Amount |
|---|---|---|---|---|
| Domain name | Indefinite | $ 1,314 | - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | $ - | $ 1,314 |

Intangible assets as of December 31, 2023, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Amortization | Net Amount |
|---|---|---|---|---|
| Tradenames | 20 years | $ 968,512 | $ 107,087 | $ 861,425 |
| Franchise relationships | 15 years | 551,918 | 85,051 | 466,867 |
| National accounts | 15 years | 2,521 | 320 | 2,201 |
| Customer relationships | 5 years | 11,573 | 2,480 | 9,093 |
| Developed technology | 3 years | 702 | 418 | 284 |
| Total definite-lived intangibles | | $ 1,535,226 | 195,356 | $ 1,339,870 |

| | Useful Life | Gross Amount | Accumulated Impairment | Net Amount |
|---|---|---|---|---|
| Domain name | Indefinite | $ 1,314 | - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | $ - | $ 1,314 |

Amortization expense was $89,241 and $92,198 for the years ended December 31, 2024 and 2023, respectively.

Estimated amortization expense for the subsequent five years is as follows:

| Years ending December 31, | |
|---|---|
| 2025 | $ 87,927 |
| 2026 | 87,838 |
| 2027 | 87,011 |
| 2028 | 85,358 |
| 2029 | 85,358 |
| Thereafter | 816,868 |
| | $ 1,250,360 |

***Goodwill***

The Company has assigned goodwill to its reporting units based on fair valuation analysis completed for the acquisition of the Manager by KKR.

The changes in the carrying amount of goodwill are as follows:

| | | |
|---|---|---|
| Balance as of December 31, 2022 | $ | 1,728,584 |
| Adjustment to goodwill for unrealized gain/loss on foreign currency | | 4,069 |
| Balance as of December 31, 2023 | $ | **1,732,653** |
| Adjustment to goodwill for unrealized gain/loss on foreign currency | | (1,365) |
| Balance as of December 31, 2024 | **$** | **1,731,288** |

## 5. Member's Equity

Neighborly Assetco LLC ("the Limited Liability Company") was formed pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act").

The Limited Liability Company is governed by a Limited Liability Company Agreement in which management of the Company is vested in the member ("the Member"), the Manager, who has all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company.

The Member may appoint officers of the Company and may revoke delegated authorities and duties at any time by the Member.

The Limited Liability Company is capitalized with a single membership unit with a $1 per unit par value.

Pursuant to the Management Agreement, excess cash collections after distributions to the Issuer for quarterly interest and scheduled principal payments, expense reimbursements to the Manager and payment of management fees, are distributed to the Manager, as discussed in Note 8. The Member's equity is the residual of equity contributions from the Manager and income earned from operations, less distributions to the Issuer and Manager.

The Company shall dissolve, and its affairs be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the retirement, resignation or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

## 6. Trade Notes Receivable

The Company periodically receives notes from the sale of new franchises. The rights to the related franchise territory sold generally collateralize these notes. The Company also from time-to-time

receives notes for delinquent franchise service fees. Such notes, as of December 31, 2024 and 2023, bear interest at rates typically ranging from 9% to 12% and generally require equal monthly installments over a life of one to ten years. Initial trade notes receivable for the respective SPV Franchisors were contributed to the Company as of March 31, 2021 by the Manager and subsequently at various dates thereafter. As the contribution was between entities under common control, the notes receivable transferred were recorded at their historical cost basis in the financial records of the Manager.

A summary of trade notes receivable as of December 31 is as follows:

| | 2024 | 2023 |
|---|---|---|
| Amounts due within one year, net of allowance for credit losses of $167 and $89 as of December 31, 2024 and 2023, respectively | $ 7,445 | $ 9,530 |
| Amounts due after one year, net of allowance for credit losses of $299 and $474 as of December 31, 2024 and 2023, respectively | 13,332 | 15,221 |
| Total trade notes receivable, net | $ 20,777 | $ 24,751 |

An analysis of the changes in trade notes receivable is as follows:

| For the years ended December 31, | 2024 | 2023 |
|---|---|---|
| Balance at beginning of period | $ 25,314 | $ 26,275 |
| Notes receivable, contributed, net | - | 1,652 |
| Principal payments received | (17,158) | (16,293) |
| Notes issued | 14,803 | 15,050 |
| Net write-offs | (1,727) | (1,370) |
| Other | 10 | - |
| Gross trade notes receivable, at end of period | 21,242 | 25,314 |
| Allowance for credit losses | (465) | (563) |
| Net trade notes receivable, at end of period | $ 20,777 | $ 24,751 |

An analysis of the changes in the trade notes receivable allowance is as follows:

| For the years ended December 31, | 2024 | 2023 |
|---|---|---|
| Allowance, beginning of period | $ 563 | $ 545 |
| Provisions for bad debts | 1,630 | 1,382 |
| Net write-offs | (1,727) | (1,364) |
| Allowance, end of period | $ 465 | $ 563 |

Scheduled future maturities of trade notes receivable are as follows:

| Years ending December 31, | |
|---|---|
| 2025 | $ 7,612 |
| 2026 | 3,999 |
| 2027 | 2,820 |
| 2028 | 2,907 |
| 2029 | 1,980 |
| Thereafter | 1,924 |
| | $ 21,242 |

## 7. Property and Equipment

A summary of property and equipment as of December 31 is as follows:

| | | 2024 | | 2023 |
|---|---|---|---|---|
| Machinery and equipment | $ | **8,448** | $ | 6,303 |
| Software | | **11,172** | | 11,035 |
| Vehicles | | **10,479** | | 9,614 |
| Total property and equipment | | **30,099** | | 26,952 |
| Less accumulated depreciation | | **(13,378)** | | (8,173) |
| Property and equipment – net | $ | **16,721** | $ | 18,779 |

Depreciation expense was $6,291 and $5,092 for the years ended December 31, 2024 and 2023, respectively.

## 8. Related Party Transactions

The Company has material ongoing transactions with the Manager and other direct and indirect subsidiaries of the Manager.

Related parties, some of which are outside the United States, pay the Company, or its subsidiaries, a synthetic royalty or license fee for access to and use of their intellectual property, none of which are denominated in a foreign currency. Synthetic royalties and master license fees from affiliated entities were $28,241 and $28,705 for the years ended December 31, 2024 and 2023, respectively.

As discussed in Note 2, the Securitized Entities entered into the Management Agreement with the Manager to perform certain services on behalf of the Securitized Entities. In exchange for the services, the Securitized Entities pay a management fee for each 12-month period equal to the sum of (i) an annual base management fee of $8,000, plus (ii) a fee of $12.425 for every $100 of aggregate total securitization revenues in the form of collections for the applicable period.

The Company incurred management fees of $47,126 and $44,075 for the years ending December 31, 2024 and 2023, respectively.

Costs of products and services as well as advertising and promotion fund expenses are reimbursed by the Company to the Manager.

Excess cash collections after distributions to the Issuer for quarterly interest and scheduled principal payments, expense reimbursements to the Manager and payment of management fees, are distributed to the Manager. Distributions were $248,790 and $265,744 for the years ended December 31, 2024 and 2023, respectively.

## 9. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in FASB ASC Topic 450, Contingencies. Accordingly, no liabilities have been accrued for these matters as of December 31, 2024 and 2023.

Management believes that the outcome of such matters will not have a material effect on the Company's combined financial statements.

## 10. Subsequent Events

In preparation of its financial statements, the Company considered subsequent events through March 31, 2025, which was the date the Company's financial statements were available to be issued.

# Neighborly Company and Subsidiaries

## Consolidated Financial Statements
As of December 31, 2025 and 2024 and
for the years ended December 31, 2025 and 2024

# Neighborly Company and Subsidiaries

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# Report of Independent Auditors

To the Board of Directors and Stockholders of
Neighborly Company and subsidiaries

## Opinion

We have audited the consolidated financial statements of Neighborly Company and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of operations and comprehensive income (loss), changes in stockholders' equity and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for the years 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the 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 of 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 for 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 of 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than

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for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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.

Ernst & Young LLP

Dallas, Texas
March 31, 2026

# Neighborly Company and Subsidiaries
## Consolidated Balance Sheets
## ($000's, except share data)

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash | $ 32,023 | $ 18,436 |
| Restricted cash | 26,533 | 28,077 |
| Trade accounts receivable – net | 48,222 | 44,747 |
| Trade notes receivable - current portion – net | 7,675 | 7,776 |
| Income tax receivable | 3,121 | 9,231 |
| Prepaid expenses and other current assets | 8,193 | 14,608 |
| Assets held for sale | 7,023 | - |
| Total current assets | 132,790 | 122,875 |
| Property and equipment - net | 76,554 | 92,158 |
| Operating lease right of use assets | 14,849 | 20,221 |
| Prepaid and other non-current assets | 22,413 | 21,654 |
| Trade notes receivable - net | 13,076 | 13,577 |
| Intangible assets – net | 1,238,191 | 1,327,052 |
| Goodwill | 1,575,760 | 1,739,179 |
| **Total Assets** | **$ 3,073,633** | $ 3,336,716 |
| **Liabilities and Stockholder's Equity** | | |
| Current liabilities: | | |
| Trade accounts payable | $ 16,191 | $ 17,856 |
| Accrued liabilities | 61,121 | 48,074 |
| Deferred revenue - current | 17,043 | 18,215 |
| Income tax payable | 1,495 | - |
| Current portion of long-term debt | 9,858 | 10,051 |
| Current portion of operating lease liabilities | 4,045 | 5,401 |
| Current portion of finance lease liabilities | 5,594 | 5,941 |
| Liabilities held for sale | 8,649 | - |
| Total current liabilities | 123,996 | 105,538 |
| Long-term debt | 1,516,490 | 1,571,110 |
| Operating lease liabilities | 11,283 | 15,639 |
| Finance lease liabilities | 6,758 | 10,278 |
| Deferred tax liabilities | 150,279 | 199,638 |
| Deferred revenue | 73,177 | 74,718 |
| Other non-current liabilities | 276 | 1,616 |
| Total liabilities | 1,882,259 | 1,978,537 |
| Commitments and contingencies (Note 11) | - | - |
| Stockholders' equity | | |
| Common stock-par value $0.01 per share; 100 shares authorized, issued and outstanding | - | - |
| Additional paid-in capital | 1,935,266 | 1,933,936 |
| Accumulated deficit | (714,363) | (528,523) |
| Accumulated other comprehensive loss | (29,529) | (47,234) |
| Total stockholders' equity | 1,191,374 | 1,358,179 |
| **Total Liabilities and Stockholder's Equity** | **$ 3,073,633** | $ 3,336,716 |

*See accompanying notes to consolidated financial statements*

# Neighborly Company and Subsidiaries
## Consolidated Statements of Operations and Comprehensive Income (Loss)
## ($000's)

| | Year Ended December 31, | |
|---|---|---|
| | 2025 | 2024 |
| Net sales | | |
| Franchise service fees and related revenue | $ 384,916 | $ 342,945 |
| Sales of products and services | 233,846 | 282,737 |
| Total net sales | 618,762 | 625,682 |
| Cost of products and services | 139,465 | 174,140 |
| Gross profit | 479,297 | 451,542 |
| | | |
| Selling expense | 27,850 | 26,173 |
| General and administrative expense | 225,451 | 213,182 |
| Advertising and promotional fund expense | 63,500 | 61,482 |
| Depreciation and amortization | 128,839 | 123,676 |
| Loss on impairment | 182,616 | - |
| Credit losses | 4,436 | 3,810 |
| Operating (loss) income | (153,395) | 23,219 |
| Interest expense | 79,773 | 70,278 |
| Loss before income taxes | (233,168) | (47,059) |
| Income tax benefit | (47,328) | (7,941) |
| **Net loss** | **(185,840)** | (39,118) |
| | | |
| Other comprehensive income (loss) | | |
| Foreign currency translation adjustment, net of tax of $4,426 and $1,070 | 13,279 | (3,208) |
| Total other comprehensive income (loss) | 13,279 | (3,208) |
| | | |
| **Comprehensive loss** | **$ (172,561)** | $ (42,326) |

*See accompanying notes to consolidated financial statements*

# Neighborly Company and Subsidiaries
## Consolidated Statement of Changes in Stockholders' Equity
## ($000's, except share data)

| | Common Stock | | Additional Paid - In | Accumulated | Accumulated Other Comprehensive | |
|---|---|---|---|---|---|---|
| | Shares | Amount | Capital | Deficit | Income (Loss) | Total |
| Balance at December 31, 2023 | 100 | $ - | $ 2,100,435 | $ (489,405) | $ (42,956) | $ 1,568,074 |
| Contribution to Equity | - | - | 575 | - | - | 575 |
| Distribution to parent | - | - | (170,204) | - | - | (170,204) |
| Non-cash equity-based compensation expense | - | - | 3,130 | - | - | 3,130 |
| Currency translation adjustment | - | - | - | - | (4,278) | (4,278) |
| Net loss | - | - | - | (39,118) | - | (39,118) |
| Balance at December 31, 2024 | 100 | $ - | $ 1,933,936 | $ (528,523) | $ (47,234) | $ 1,358,179 |
| Non-cash equity-based compensation expense | - | - | 1,330 | - | - | 1,330 |
| Currency translation adjustment | - | - | - | - | 17,705 | 17,705 |
| Net loss | - | - | - | (185,840) | - | (185,840) |
| **Balance at December 31, 2025** | **100** | **$ -** | **$ 1,935,266** | **$ (714,363)** | **$ (29,529)** | **$ 1,191,374** |

*See accompanying notes to consolidated financial statements*

# Neighborly Company and Subsidiaries
## Consolidated Statement of Cash Flows
## ($000's unless otherwise noted)

| | Year Ended December 31, 2025 | 2024 |
|---|---|---|
| **Operating activities** | | |
| Net loss | $ (185,840) | $ (39,118) |
| Adjustments to reconcile net loss to net cash provided by operating activities: | | |
| Depreciation and amortization | 128,839 | 123,676 |
| Amortization of deferred financing costs | 5,037 | 4,409 |
| Loss on impairment | 182,616 | - |
| Credit losses | 4,436 | 3,810 |
| Notes received | (15,638) | (14,978) |
| Collection of notes receivable | 14,770 | 17,660 |
| Loss on disposal of assets | 4,078 | 3,589 |
| Deferred income tax | (50,875) | (20,651) |
| Equity-based compensation | 1,330 | 3,130 |
| Changes in assets and liabilities: | | |
| Trade accounts receivable | (7,722) | (2,848) |
| Prepaid selling expenses and other assets | 4,702 | (4,064) |
| Trade accounts payable | (2,489) | 1,907 |
| Accrued liabilities | 14,948 | (9,729) |
| Change in operating lease assets & liabilities | (142) | (181) |
| Income tax payable | 7,784 | (7,352) |
| Deferred revenue and other liabilities | (4,389) | 1,240 |
| Net cash provided by operating activities | 101,445 | 60,500 |
| **Investing activities** | | |
| Proceeds from asset dispositions | 1,033 | - |
| Purchase of property, equipment and other assets | (23,421) | (25,719) |
| Net cash used in investing activities | (22,388) | (25,719) |
| **Financing activities** | | |
| Equity contribution | - | 575 |
| Distributions paid | - | (170,204) |
| Deferred financing costs paid | - | (3,241) |
| Payments on revolving credit | (55,000) | (25,000) |
| Proceeds from revolving credit | 10,000 | 158,000 |
| Payments on principal portion of finance lease liabilities | (5,466) | (4,749) |
| Payments on long-term borrowings | (14,850) | (14,850) |
| Net cash used in financing activities | (65,316) | (59,469) |
| Effect of exchange rate changes on cash and restricted cash | (1,698) | (851) |
| **Net increase in cash and restricted cash** | 12,043 | (25,539) |
| **Cash and restricted cash - Beginning of period** | $ 46,513 | $ 72,052 |
| **Cash and restricted cash - End of period** | $ 58,556 | $ 46,513 |
| **Supplemental cash flow disclosures:** | | |
| Cash paid for income taxes, net of refunds | $ (4,721) | $ 16,770 |
| Cash paid for interest | $ 72,821 | $ 65,052 |

*See accompanying notes to consolidated financial statements*

## 1. Organization and Description of Business

### *Organization and Description of Business*

Neighborly Company and Subsidiaries ("we", "our", "Neighborly" and the "Company") is a Delaware corporation and is the parent company of a number of franchisors and related supporting businesses operating in the United States (the "US") and internationally which include the following companies: Mr. Rooter, Rainbow International, Mr. Electric, Aire Serv, Mr. Appliance, Glass Doctor, Grounds Guys, Molly Maid, Mr. Handyman, Five Star Painting, Mosquito Joe, Real Property Management, Window Genie, HouseMaster, Dryer Vent Wizard, ShelfGenie, Precision Door Service, Restoration 1, Junk King, Lawn Pride, ZorWare, Pimlico Plumbers, Drain Doctor, Locatec, Countrywide, Bright and Beautiful, Dream Doors, Greensleeves, and ProTradeNet. Pimlico Plumbers transitioned to a franchise model from a company owned model in June 2025, shifting the nature of the revenue to franchise service fees as opposed to sales of products.

In addition, the Company owns and operates non-franchisor entities as follows: Portland Glass, which offers auto, home, and business glass repair and replacement through company owned stores located in Maine, Vermont, and New Hampshire; Plumb Enterprises, which offers full plumbing, drain and sewer cleaning services, excavation, and repairs primarily operating in Colorado; and Lawn Pride, which offers lawn care and maintenance services through the application of fertilizer, as well as pest control, in Indiana.

### *Acquisition of the Company*

On June 29, 2021, Kohlberg Kravis and Roberts ("KKR"), and associated co-investors formed Nest Bidco Inc. which, on September 1, 2021, purchased 100% of the shares of Balcones Holdco, Inc., the parent company of Neighborly, from TDG Investment Holdings, LP. Nest Bidco Inc. is an indirectly wholly owned subsidiary of Nest Holdings LP, which is the ultimate parent company of the newly formed business. The transaction was effected to add Neighborly to KKR's investment portfolio.

## 2. Summary of Significant Accounting Policies

### *Recently Issued Accounting Pronouncements*

In December 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," (ASU No. 2023-09) which requires disclosure of disaggregated information about a reporting entity's effective tax rate reconciliation as well as disclosures on income taxes paid by jurisdiction. ASU No. 2023-09 is effective for annual periods beginning after December 15, 2025 for nonpublic companies. The guidance is required to be applied on a prospective basis, with the option to apply the standard retrospectively. Early adoption is permitted. Management is currently evaluating the impact of this guidance on the Company's consolidated financial statements and related disclosures and will adopt as required in 2026.

In January 2024, the FASB issued ASU No. 2024-01, "Scope Application of Profits Interest and Similar Awards." This update clarifies that profits interests and similar awards granted to employees as compensation for services are within the scope of ASC Topic 718 (Compensation—Stock Compensation). The amendments in this update are effective for fiscal years beginning after December 15, 2025 for nonpublic companies, including interim periods within those fiscal years, with early adoption permitted. The Company is required to apply these amendments on a modified

retrospective basis to awards outstanding at the beginning of the fiscal year of adoption, with cumulative-effect adjustments to retained earnings. Management is currently evaluating the impact of this guidance on the Company's consolidated financial statements and related disclosures.

***Principles of Consolidation and Variable Interest Entities***

The accompanying consolidated financial statements as of December 31, 2025 and 2024 include the accounts of the Company and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

FASB Accounting Standards Codification (ASC) Topic 810-10, Consolidation, applies to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support. Such an entity is referred to as a variable interest entity ("VIE"). FASB ASC Topic 810-10 requires the consolidation of a VIE by its primary beneficiary. The primary beneficiary is the entity, if any, that has the power to direct activities of a VIE that most significantly impact the VIE's economic performance and has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

Neighborly Assetco LLC ("Assetco") is a direct, wholly owned subsidiary of Neighborly Issuer LLC (the "Issuer"), which is a special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Neighborly SPV Guarantor LLC (the "SPV Guarantor"), which is a special purpose Delaware limited liability company that is an indirect, wholly owned subsidiary of Neighborly (the "Manager").

Assetco's subsidiaries are comprised of a number of franchisors and related supporting businesses operating in the US and internationally and include the following businesses: Aire Serv SPV LLC, Mr. Electric SPV LLC, The Grounds Guys SPV LLC, Rainbow International SPV LLC, Glass Doctor SPV LLC, Mr. Appliance SPV LLC, Mr. Rooter SPV LLC, Molly Maid SPV LLC, Mr. Handyman SPV LLC, Five Star Painting SPV LLC, Window Genie SPV LLC, Real Property Management SPV LLC, Mosquito Joe SPV LLC, HouseMaster SPV LLC, Dryer Vent Wizard SPV LLC, ShelfGenie SPV LLC, Precision Door Service SPV LLC, Junk King SPV LLC, and Lawn Pride SPV LLC (each an "SPV Franchisor" and together the "SPV Franchisors") and ProTradeNet SPV LLC, Neighborly Service Solutions SPV LLC, Back Office SPV LLC, G-O Manufacturing SPV LLC, Zorware SPV LLC, NBLY Co Ops CO SPV LLC, NBLY Co Ops WA SPV LLC, NBLY Co Ops AZ SPV LLC, NBLY Co Ops IN SPV LLC, Trench Right SPV LLC, Trench Right WA SPV LLC, Dig Boss SPV LLC, NBLY Logistics SPV LLC, and Pimlico SPV Limited (each a "Non-Franchisor SPV Entity" and together the "Non-Franchisor SPV Entities"), each of which is a direct, wholly owned subsidiary of Assetco.

Assetco holds all the equity interests in the SPV Franchisors and the Non-Franchisor SPV Entities, certain intellectual property, certain license agreements and certain vendor agreements. Each SPV Franchisor holds the tradenames and the franchise agreements related to such brand and any product supply agreements or vendor agreements related to such brand. The Non-Franchisor SPV Entities hold certain tradenames, product supply agreements, vendor agreements and office service agreements.

Neighborly SPV Guarantor LLC, Neighborly Issuer LLC, and Neighborly Assetco LLC (collectively with the SPV Franchisors and the Non-Franchisor SPV Entities are referred to as "Securitization Entities") were formed in connection with a financing transaction (the "Securitization Transaction"), which was completed on March 25, 2021 and on subsequent dates thereafter (see Note 3).

The Company has determined that the Securitization Entities qualify as VIE's and that Neighborly is the primary beneficiary, having both power and benefits, of the Securitization Entities and accordingly, consolidation is concluded.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Revenue Recognition, Accounts Receivable, Notes Receivable, and Allowances***

The Company's primary sources of revenue are as follows:

- Franchise service fees and related revenue include fees from existing franchise owners based on a percentage of each franchise owner's gross sales, which generally range from 2% to 15% of the franchise owner's gross sales, as well as fees for franchise sales generated from the sale of new and existing franchise territories; and

- Sales of products and services to unrelated third parties.

*Franchise service fees and related revenue*

Typically, franchise agreements are granted to franchise owners for an initial term of ten years with an option to renew. Our performance obligations under franchise agreements consist of providing a license of our brand's intellectual property, a list of approved suppliers, certain training programs, an operations manual, and to maintain the marketing, advertising and promotional (MAP) fund. These performance obligations are highly interrelated and we do not consider them to be individually distinct, and therefore account for them as a single performance obligation, which collectively represent the obligation to provide a license for the right to use our brand's intellectual property. Revenue related to franchise sales agreements is recognized on a straight-line basis over the term of the agreement and the contract liabilities are recorded in Deferred revenue – current and Deferred revenue in the Consolidated Balance Sheets. Other revenue associated with the franchise agreements includes variable or sales-based royalties and services and MAP fund fees collected, which are recognized as the underlying sales occur and performance obligations are satisfied.

In the event a franchise agreement is terminated, without a corresponding agreement executed by the same franchise owner, any remaining deferred fees as well as applicable termination fees are recognized in the period of termination.

The Company at times extends credit to entities for the purchase of franchises. These entities are typically controlled by individuals who operate their franchise as an owner/manager. Generally, the trade notes receivables are collateralized by the related franchise territory rights. The Company also periodically extends unsecured credit to its franchise owners for unpaid franchise service fees. The Company places notes receivable on nonaccrual status when payment is ninety days past due and ceases to recognize revenue from interest on the note until such time as the note receivable is no longer past due. Interest on trade notes receivable is recorded as Franchise service fees and

related revenue when earned. Each entity's ability to perform is dependent upon the economic condition of the business. The Company maintains ongoing credit evaluations of its franchise owners.

Allowances for expected credit losses is required on financial instruments based on the total estimated amount to be collected over the lifetime of the instrument. The Company considers both current conditions and reasonable and supportable forecasts of future conditions for estimating expected credit losses. Current conditions considered include pre-defined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

Franchise service fee revenues represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized in the period in which the sales occur. Sales-based royalties are variable consideration related to our performance obligations to our franchise owners to maintain the intellectual property being licensed.

We have determined we act as the principal in the transaction related to the MAP fund contributions and expenditures. MAP fund contributions and expenditures are reported in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss) as Franchise service fees and related revenue. Our obligation is to administer the MAP fund, keep unused MAP fees in segregated bank accounts which are classified as restricted cash on the Consolidated Balance Sheet and use MAP fees for certain activities related to the marketing and promotion of the individual brands. As noted above, we have concluded the advertising services provided to franchise owners are highly interrelated with the franchise rights and not a distinct performance obligation; therefore, revenues from MAP fund fees are recognized as advertising and promotion fund revenue when the related sales occur based on the application of the sales-based royalty exception within ASC 606, Revenue from Contracts with Customers.

*Sales of products and services*

Revenues from product sales are recorded in Sales of products and services and recognized upon transfer of title, when delivered to the customer, when the work is performed, or orders are shipped.

Pimlico Plumbers transitioned to a franchise model from a company owned model in June 2025, shifting the nature of the revenue to franchise service fees as opposed to sales of products and services. The result was a decline from 2024 to 2025 of $31,610 in Sales of Products and Services and increase of $14,858 in Franchise service fees and related revenue. Corresponding to this change, Cost of products and services declined $18,805 in 2025 with the net impact to Gross profit of an increase of $2,053 over 2024 on the Company's Consolidated Statement of Operations and Comprehensive Income (Loss).

***Contract Balances***

The contract liabilities, which we classify as Deferred revenue – current and Deferred revenue, consist primarily of the unamortized portion of initial franchise fees that will be recognized into Franchise service fees and related revenue over the applicable contract terms, amounts related to pending franchise agreements, or other deferred revenues not related to franchise agreements. Contract deferred franchise revenue represents our remaining performance obligations to our franchise owners, as we account for our highly interrelated obligations as a single performance obligation, which collectively represent the obligation to provide a license for the right to use our

brand's intellectual property excluding amounts of variable consideration related to sale-based royalties and advertising. Deferred revenues not related to the franchise agreements are included in current deferred revenue as we expect to recognize these amounts as revenue within the next 12 months.

The components of the change in deferred revenue are as follows:

| | Year Ended December 31, | |
|---|---|---|
| | 2025 | 2024 |
| Balance at beginning of period | $ 92,933 | $ 91,610 |
| Fees received from franchise owners | 38,690 | 37,203 |
| Franchise sales revenue recognized | (40,158) | (35,122) |
| Other changes in deferred revenue | (1,245) | (758) |
| Balance at end of period | 90,220 | 92,933 |
| Less: current portion | 17,043 | 18,215 |
| Deferred revenue non-current | $ 73,177 | $ 74,718 |

Revenue deferred as of December 31, 2024 and recognized in the period from January 1, 2025 through December 31, 2025 was $25,430. Revenue deferred as of December 31, 2023 and recognized in the period from January 1, 2024 through December 31, 2024 was $17,623.

As of December 31, 2025, the deferred revenue expected to be recognized for each of the next five years and in the aggregate is as follows:

| Years ending December 31, | |
|---|---|
| 2026 | $ 17,043 |
| 2027 | 13,181 |
| 2028 | 12,479 |
| 2029 | 11,132 |
| 2030 | 9,756 |
| Thereafter | 26,629 |
| | $ 90,220 |

Direct, incremental selling expenses incurred when the franchise agreement is executed are recorded as a contract asset and amortized over the life of the agreement consistent with the recognition of the deferred revenue. Contract assets are included in Prepaid and other current assets and Prepaid and other non-current assets in the accompanying Consolidated Balance Sheets and the amortization is included in Selling expense in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). For the year ended December 31, 2025, $7,967 of costs were paid and Selling expense of $8,282 was recognized. For the year ended December 31, 2024, $7,736 of costs were paid and Selling expense of $6,175 was recognized.

The ending asset for deferred contract costs as of December 31, 2025 was $24,459, of which $3,763 was current. The ending asset for deferred contract costs as of December 31, 2024 was $24,622, of which $4,726 was current.

***Advertising***

The Company expenses advertising costs as incurred. Advertising expense was $26,313 and $23,200 for the years ended December 31, 2025 and 2024, respectively. Advertising expense is included in General and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). Advertising expense is separate from MAP fees which are presented in Advertising and promotional fund expense in Consolidated Statements of Operations and Comprehensive Income (Loss).

***Inventories***

Inventories consist of products to be sold and are stated at the lower of cost (first-in, first-out method) or net realizable value and are reported in Prepaid and other current assets in the accompanying Consolidated Balance Sheets. Inventories were $2,803 and $3,776 as of December 31, 2025 and 2024, respectively.

***Property and Equipment***

With the exception of land, which is not depreciated, property and equipment is stated at cost and is depreciated using the straight-line method over the estimated useful lives of the respective assets which are generally as follows: buildings (30 years) and building improvements (5-15 years), capped at the lesser of life of the leasehold improvements or remaining lease life; machinery, equipment, and vehicles (5-10 years); furniture and fixtures (5 years); and hardware and software (3 years). Additions, renewals, and betterments are capitalized; maintenance and repairs which do not extend the useful life of the asset are expensed as incurred.

Management evaluates long-lived assets used in operations for impairment when indicators of impairment are present. If the sum of the estimated undiscounted future cash flows related to the asset is less than the carrying amount, we recognize a loss equal to the difference between the carrying amount and the fair value, usually determined by the estimated discounted cash flow analysis of the asset. The Company's evaluation of these long-lived assets indicated that certain assets within a single asset group were not recoverable as the carrying value exceeded the estimated fair value of the assets based on the undiscounted future cash flows. The Company recorded an impairment charge of $6,016 for the year ended December 31, 2025 reducing the carrying value of the property and equipment with a corresponding charge to earnings. The impairment amount recognized in 2025 is classified in the Loss on impairment financial statement line item on the Consolidated Statement of Operation and Comprehensive Income (loss). No impairment losses were recorded for property and equipment in 2024.

***Assets Held for Sale***

We classify long-lived assets, or disposal groups comprised of assets and liabilities, as held for sale in the period in which the following six criteria are met, (i) management, having the authority to approve the action, commits to a plan to sell the property; (ii) the property is available for immediate sale in its present condition, subject only to terms that are usual and customary; (iii) an active program to locate a buyer and other actions required to complete the plan to sell have been initiated; (iv) the sale of the property is probable and is expected to be completed within one year; (v) the property is being actively marketed for sale at a price that is reasonable in relation to its current fair value; and (vi) actions necessary to complete the plan of sale indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn, in accordance with ASC 360, Property, Plant and Equipment. A business classified as held for sale is recorded at the lower of its carrying amount or estimated fair value less cost to sell. If the carrying amount of

the business exceeds its estimated fair value less cost to sell, a loss is recognized. Assets and liabilities related to a business classified as held for sale are segregated in the current balance sheets in the period in which the business is classified as held for sale. The Company ceases depreciation and amortization on long-lived assets and definite-lived intangibles (or disposal groups) classified as held for sale and measures them at the lower of carrying value or estimated fair value less cost to sell.

At December 31, 2025, the Company made a decision to exit a certain portion of its business which management determined met the criteria of held for sale as defined under ASC 360. In accordance with ASC 205, Presentation of Financial Statements, the Company determined that the exit of this business did not represent a strategic shift that will have a major effect on the consolidated financial results. Therefore, any related financial results were not reported as discontinued operations. Although the exit of this business did not meet the criteria to be considered a discontinued operation, these assets were determined to meet the criteria to be classified as held for sale as of December 31, 2025, as the Company expects to complete the sale of these assets before December 31, 2026. Accordingly, the Company presented the assets and liabilities of this single disposal group as held for sale at the lower of its carry amount or estimated fair value less cost to sell in the 2025 Consolidated Balance Sheet. The Loss before income taxes for this component of the business was $203,760 for the year ended December 31, 2025, which includes $182,616 of Loss on impairment, and $10,161 for the year ended December 31, 2024 in the Consolidated Statements of Operation and Comprehensive Income (Loss).

The following table summarizes the major classes of assets and liabilities disclosed as held for sale, excluding goodwill and intangible assets that were fully impaired as of December 31, 2025, and discussed below in further detail.

| | December 31, 2025 |
|---|---|
| Trade accounts receivable | $ 2,309 |
| Prepaid expenses and other current assets | 1,576 |
| Property and equipment - net | 910 |
| Operating lease right of use assets | 2,228 |
| Total assets held for sale | $ 7,023 |
| | |
| Accrued liabilities | $ 2,199 |
| Deferred revenue - current | 110 |
| Current portion of operating lease liabilities | 528 |
| Current portion of finance lease liabilities | 2,514 |
| Operating lease liabilities - less current portion | 1,898 |
| Finance lease liabilities - less current portion | 1,399 |
| Total liabilities held for sale | $ 8,648 |

***Goodwill***

Goodwill represents the excess of the consideration transferred over the fair value of the identifiable net assets acquired. The Company tests goodwill annually for impairment, or earlier if events or changes in circumstances indicate that impairment may exist. Management's impairment tests are generally performed as of October 1st annually. The Company's current goodwill balance resulted from the acquisition of the Company as of September 1, 2021, and from the Company's acquisitions in subsequent periods, as discussed in Note 1.

The Company performed a qualitative assessment of its goodwill as of October 1, 2025 and concluded that indicators of impairment were present for one of its reporting units due to deteriorating financial performance and management's strategic decision to exit this certain Company owned operations and transition the territories to a third-party franchise. The process considered the likelihood of future cash flows associated with the reporting unit and consideration expected to be received from an unrelated buyer in exchange for the assets and liabilities of the reporting unit. The Company concluded that the carrying value of one reporting unit exceeded its estimated fair value of that reporting unit. As a result, recorded a goodwill impairment charge of $170,988 in the year ended December 31, 2025, which was the entire amount of goodwill for that reporting unit. No goodwill impairment was recorded in 2024.

***Intangible Assets***

Intangible assets consist of tradenames, franchise relationships, national accounts, insurance company relationships, customer relationships, re-acquired franchise rights, developed technology, copyrights, and domain name, and are stated at their estimated fair value as of the date of acquisition, less subsequent amortization. The Company's intangible assets are definite-lived, other than domain name, which is indefinite-lived.

For definite-lived intangible assets, when events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable, the Company evaluates the definite-lived intangible assets for impairment by comparing the carrying value to the anticipated future undiscounted cash flows expected to be generated from the use of the intangible assets. If the carrying amount is not recoverable, a loss is recorded in the amount the carrying value exceeds the fair market value of the assets. As a result the indicators previously discussed in *Goodwill* in 2025, the Company concluded that the carrying value of certain definite-lived intangible assets within a single asset group, primarily associated with franchise rights, were concluded to not be recoverable based on revised expectations for future operating performance and consideration expected to be received from an unrelated party in exchange for the assets and liabilities of the related disposal group. The Company recorded an impairment charge of $5,436 in the year ended December 31, 2025 which reflects the full amount of intangible assets associated with that asset group. The amount is classified in the Loss from impairment financial statement line item on the Consolidated Statement of Operation and Comprehensive Income (Loss) for the period ended December 31, 2025. No impairment was recorded in 2024.

Tradenames are amortized over their estimated useful life, which ranges from three years to 20 years, using the straight-line method. Franchise relationships, national accounts relationships, and insurance company relationships are amortized over their estimated useful lives of 15 years, using the straight-line method. Customer relationships are amortized over their estimated useful life of three to 10 years, using the straight-line method. Reacquired franchise rights are amortized over the remaining life of the reacquired agreements, between one to seven years, using the straight-line method. Copyrights are amortized over their estimated useful life of five years, using the straight-line method. Developed technology is amortized over their estimated useful life of three years, using the straight-line method.

Domain names are stated at their estimated fair value at the date of acquisition, and are not amortized, as their useful lives are considered indefinite, but are subject to annual impairment testing. The Company performed a qualitative assessment of its indefinite-lived intangible assets as of October 1 of 2025 and 2024 and concluded it is not more likely than not that the fair value of its domain names is less than the carrying amount and, as such, a quantitative impairment test was not considered necessary.

*Income Taxes*

Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the consolidated financial statement carrying amounts of assets and liabilities and their respective tax basis. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in tax expense in the period that includes the enactment date.

The Company establishes valuation allowances in accordance with the provisions of FASB ASC Topic 740, Income Taxes. The Company reviews the adequacy of any valuation allowance and recognizes tax benefits only when it is more likely than not that the benefits will be realized.

The Company measures, classifies, and discloses uncertain tax benefits in accordance with FASB ASC Topic 740-10, Income Taxes-Overall. The Company has elected to classify interest and penalties related to uncertain tax benefits as a component of income tax expense.

*Equity-based Compensation*

The Company accounts for equity-based compensation under FASB ASC Topic 718, Compensation-Stock Compensation. This pronouncement requires the measurement of all equity-based payments to employees using a fair-value-based method and the recording of such expense in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). The Company participates in an equity-based employee compensation plan, which is described further in Note 5.

*Foreign Currency Translation*

Consolidated entities that have a functional currency that differs from the Company's reporting currency include our foreign subsidiaries, which are in Canada, the United Kingdom (the "UK"), Germany and Austria. Foreign currency denominated assets and liabilities are translated using the exchange rates at the end of each reporting period. Results of foreign operations are translated at the weighted average exchange rate for each reporting period. Translation adjustments are included as a component of Accumulated other comprehensive income (loss) until realized. Where amounts denominated in a foreign currency are converted into US dollars by remittance or repayment, the realized exchange differences are included in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss), primarily in General and administrative expense, and was immaterial in all periods presented.

*Cash and Restricted Cash*

The Company considers all cash and highly liquid investments purchased with an initial maturity of three months or less to be cash or cash equivalents.

Cash consists primarily of cash on hand and cash on deposit. Restricted cash includes funds held for the MAP funds and securitized cash held for principal and interest payments on deposit related to the Securitization Transaction.

Cash and Restricted cash consist of the following:

| | December 31, | |
|---|---|---|
| | 2025 | 2024 |
| Cash | $ 32,023 | $ 18,436 |
| Restricted cash: | | |
| Whole business securitization | 21,222 | 23,639 |
| MAP funds | 5,311 | 4,438 |
| Total cash and restricted cash | $ 58,556 | $ 46,513 |

The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

***Fair Value of Financial Instruments and Non-financial Assets***

In accordance with FASB ASC 820, Fair Value Measurements, certain assets and liabilities carried at fair value are categorized based on the level of judgment associated with the inputs used to measure their fair value. The standard establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels:

Level 1 - Inputs are unadjusted quoted market prices in active markets for identical assets or liabilities at the measurement date.

*Level* 2 - Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date for the duration of the instrument's anticipated life.

*Level* 3 - Inputs are unobservable and therefore reflect management's best estimate of the assumptions that market participants would use in pricing the asset or liability.

As of December 31, 2025 and December 31, 2024, the Company's Cash, Restricted cash, Accounts payable and Accrued liabilities are carried at cost, which approximates fair value due to the short-term nature of each instrument and are classified as Level 1. The carrying values reported for trade accounts receivable and trade notes receivables, net of allowances, includes a degree of counterparty non-performance risk and are classified as level 2.

Rollover equity was valued using a combination of Level 2 observable inputs including EBITDA multiples of comparable public companies as well as discounted cash flow analysis of future projections in the period issued.

The Company's tradenames, systems in place, and developed technology were valued using the relief from royalty method and the franchise relationships, customer relationships, national account relationships, and insurance company relationships were valued using the multi-period excess earnings method in the periods acquired. Rollover equity was valued using a combination of Level 2 observable inputs including EBITDA multiples and comparable public company as well as discounted cash flow analysis of future projections in the period issued. The future projections and estimates used to fair value the assets acquired in acquisitions, as well as those used in our long-lived asset (including operating lease right of use assets), goodwill and intangible asset impairment testing, are considered Level 3 inputs.

The impairment charge of $182,616, recorded in connection with our decision to exit a business, was the result of measuring the disposal group at the lower of its carrying amount or fair value less costs to sell. The fair value of the disposal group was estimated using the expected price a market participant would pay based upon ongoing negotiations with an unrelated third party.

## 3. Debt Agreements

Through its wholly owned subsidiary, Neighborly Issuer LLC (the "Issuer"), the Company entered into the Securitization Transaction which was completed on March 25, 2021. In conjunction with the Securitization Transaction, the Issuer issued $800,000 Series 2021-1 3.584% Fixed Rate Senior Secured Notes (the "Series 2021-1 Senior Notes"). The Series 2021-1 Senior Notes have an anticipated repayment date of April 30, 2028, and a final maturity date of April 30, 2051. Scheduled principal payments of $2,000 and interest are paid quarterly. As of December 31, 2025 and 2024, the Series 2021-1 Senior Notes had $764,000 and $772,000 outstanding, respectively.

Additionally, the Securitization Transaction provided for a $10,000 variable rate Delayed Draw Class A-1-LR Senior Note ("Series 2021-1 Class A-1 Notes"), with a final maturity date of April 30, 2051, which is only available for limited purposes and may not be drawn by the Issuer. Interest on draws is paid weekly at the Secured Overnight Financing Rate (SOFR) plus 300 basis points. As of December 31, 2025 and 2024, no borrowings had been made on the Series 2021-1 Class A-1 Notes.

The Securitization Transaction also provided for a $30,000 variable rate Class A-1-VFN Senior Note (the "2021 VFN facility"), with a maturity date of April 30, 2026, and two one-year extension options. Interest on borrowings is paid quarterly at SOFR, plus 266 basis points. As of December 31, 2025 and 2024, $8,000 of borrowings were outstanding on the 2021 VFN facility and availability was $5,050. Issued and undrawn letters of credit under the 2021 VFN facility were $16,950 as of December 31, 2025 and 2024. Undrawn letters of credit under the 2021 VFN facility incur interest at a rate of 2.66%, which is payable quarterly. The Company considered the upcoming maturity of the 2021 VFN Facility and concluded it has the unilateral ability to extend the maturity date to April 2028 through the two one-year extensions, if certain conditions are met. The Company evaluated the conditions precedent and concluded they will be met throughout 2026; therefore, the Company will have the unilateral ability to extend and intends to execute the extensions prior to the next maturity date of April 30, 2026.

On January 19, 2022, the Company, through the Issuer, issued $410,000 Series 2022-1 3.695% Fixed Rate Senior Secured Notes (the "Series 2022-1 Senior Notes") through a second whole business securitization transaction (the "Second Securitization Transaction"). The Series 2022-1 Senior Notes have an anticipated repayment date of January 30, 2029, and a final maturity date of January 30, 2052. Scheduled principal payments of $1,025 and interest are paid quarterly. As of December 31, 2025 and 2024, the Series 2022-1 Senior Notes had $394,625 and $398,725 outstanding, respectively.

Additionally, the Second Securitization Transaction provided for a $4,000 variable rate Delayed Draw Class A-1-LR Senior Note (the "Series 2022-1 Class A-1 Notes"), with a final maturity date of January 30, 2052, which is only available for limited purposes and may not be drawn by the Issuer. Interest on draws is paid weekly at a rate equal to Prime plus 300 basis points. As of December 31, 2025 and 2024, no draws had been made on the Series 2022-1 Class A-1 Notes.

In conjunction with the Second Securitization Transaction, $10,353 in transaction fees were capitalized as deferred financing costs to be amortized over the anticipated term of the notes using the straight-line method, which material approximates the effective interest rate method. For the years ended December 31, 2025 and 2024, respectively, a total of $1,479 and $1,494 of previously

capitalized deferred financing costs related to the Second Securitization Transaction were amortized to Interest expense on the Consolidated Statements of Operations and Comprehensive Income (Loss). At December 31, 2025, capitalized deferred financing costs related to the Second Securitization Transaction of $4,423 remain unamortized, of which $1,464 is reflected as a reduction to Current portion of long-term debt and $2,959 is reflected as a reduction to Long-term debt on the Consolidated Balance Sheet.

On February 3, 2023, the Company, through its indirect, wholly owned subsidiary, Neighborly Issuer LLC, issued $275,000 Series 2023-1 7.308% Fixed Rate Senior Secured Notes (the "Series 2023-1 Senior Notes") through a third whole business securitization transaction (the "Third Securitization Transaction"). The Series 2023-1 Senior Notes have an anticipated repayment date of January 30, 2028, and a final maturity date of January 30, 2053. Scheduled principal payments of $687 and interest are paid quarterly. As of December 31, 2025 and 2024, the Series 2023-1 Senior Notes had $267,438 and $270,188 outstanding, respectively.

Additionally, the Third Securitization Transaction provided for a $5,025 variable rate Delayed Draw Class A-1-LR Senior Note (the "Series 2023-1 Class A-1 Notes"), with a final maturity date of January 30, 2053, which is only available for limited purposes and may not be drawn by the Issuer. On December 11, 2024, the Series 2023-1 Class A-1 Notes maturity date was amended to change to January 30, 2055. Interest on draws is paid weekly at a rate equal to SOFR plus 300 basis points. As of December 31, 2025, no draws had been made on the Series 2023-1 Class A-1 Notes.

The Third Securitization Transaction also provided for a $125,000 variable rate Class A-1-VFN Senior Note (the "2023 VFN facility"), with a maturity date of January 30, 2026, with two one-year extension options. Interest on borrowings is paid quarterly at SOFR, plus 350 basis points. As of December 31, 2025, the Company had borrowings outstanding of $30,000 on the 2023 VFN facility and had $95,000 of availability. As of December 31, 2024, borrowings outstanding on the 2023 VFN facility were $75,000, and availability was $50,000. The Company considered the upcoming maturity of the 2023 VFN Facility and concluded it has the unilateral ability to extend the maturity date to January 2028, if certain conditions are met. The Company completed the first of the two one-year extensions in January 2026 as the required conditions were met, extending the maturity to January 2027. The Company expects to continue to meet the conditions precedent and throughout 2026; therefore, the Company will have the unilateral ability to extend and intends to execute the extension prior to the next maturity date of January 30, 2027.

In conjunction with the Third Securitization Transaction, $14,177 in transaction fees were capitalized as deferred financing costs, to be amortized over the anticipated term of the notes using the effective interest method. For the years ended December 31, 2025 and 2024, $2,839 and $2,868 of previously capitalized deferred financing costs related to the Third Securitization Transaction were amortized to Interest expense on the Consolidated Statements of Operations and Comprehensive Income (Loss), respectively. At December 31, 2025, capitalized deferred financing costs related to the Second Securitization Transaction of $5,816 remain unamortized, of which $2,809 is reflected as a reduction to Current portion of long-term debt and $3,007 is reflected as a reduction to Long-term debt on the Consolidated Balance Sheet.

On December 11, 2024, the Company, through its indirect, wholly owned subsidiary, Neighborly Issuer LLC, entered into a $75,000 variable rate Class A-1-VFN Senior Note (the "2024 VFN Facility") through a fourth whole business securitization transaction (the "Fourth Securitization Transaction"). The 2024 VFN Facility has an anticipated repayment date of January 30, 2030 with two one-year extension options. Interest on borrowings is paid quarterly at SOFR, plus 240 basis points. As of December 31, 2025 and 2024, borrowings outstanding on the 2024 VFN facility were $75,000 for both years, and no availability.

In conjunction with the Fourth Securitization Transaction in 2024, $3,241 in transaction fees were capitalized as deferred financing costs in 2024, to be amortized over the anticipated term of the notes on a straight-line basis which approximates the effective interest method. Amortization was $719 in 2025 and negligible in 2024. At December 31, 2025, capitalized deferred financing costs related to the Fourth Securitization Transaction of $2,476 remain unamortized, of which $719 is reflected as a reduction to Current portion of long-term debt and $1,757 is reflected as a reduction to Long-term debt on the Consolidated Balance Sheet.

The Series 2023-1 Senior Notes and the 2024 VFN Facility issued in conjunction with the Securitization Transaction are secured by substantially all assets of the Securitization Entities and guaranteed by the Securitization Entities. Proceeds were distributed to Neighborly's parent company to extinguish debt incurred by the parent to fund the Company's acquisitions in 2024.

The Series 2021-1 Senior Notes, the Series 2022-1 Senior Notes, the Series 2023-1 Senior Notes, the Series 2021-1 Class A-1 Notes, the Series 2022-1 Class A-1 Notes, the Series 2023-1 Class A-1 Notes, and VFN facilities described above issued in conjunction with the Securitization Transaction, the Second Securitization Transaction, the Third Securitization Transaction and the Fourth Securitization Transaction (together, the "Securitization Transactions") are secured by substantially all assets of Neighborly Issuer LLC and the other Securitization Entities, and guaranteed by the Issuer and such Securitization Entities, each of which is a bankruptcy remote entity and which owned substantially all of the Company's US intellectual property including tradenames, franchise agreements, national account relationships and systems-in-place, as well as the UK tradenames as of the date of issuance. The restrictions placed on the Issuer and its subsidiaries require that interest and scheduled principal payments on the Series 2021-1 Senior Notes, Series 2022-1 Senior Notes, Series 2023-1 Senior Notes, the Series 2021-1 Class A-1 Notes, the Series 2022-1 Class A-1 Notes, and the Series 2023-1 Class A-1 Notes be paid prior to any residual distributions to the Manager, and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest and scheduled principal amounts due. The amount of weekly cash flow that exceeds all expenses and obligations of the Issuer and its subsidiaries is generally remitted to the Manager in the form of a distribution. The Manager also receives a fee for the services it provides to the Securitization Entities that is senior to debt service. The Securitization Transactions require, among other things, maintenance of minimum debt-service coverage ratio levels and additional incurrence of indebtedness and scheduled amortization requirements are subject to compliance with maximum leverage ratio levels. As of December 31, 2025 and 2024, the Issuer was in compliance with all debt-service coverage covenants.

The Company's VFN facilities bear interest at market rates. Thus, management believes their carrying amounts approximate fair value.

Debt consisted of the following as of December 31:

| | 2025 | 2024 |
|---|---|---|
| Series 2021-1 Senior Notes | $ 764,000 | $ 772,000 |
| Series 2022-1 Senior Notes | 394,625 | 398,725 |
| Series 2023-1 Senior Notes | 267,438 | 270,188 |
| 2021 VFN Facility | 8,000 | 8,000 |
| 2023 VFN Facility | 30,000 | 75,000 |
| 2024 VFN Facility | 75,000 | 75,000 |
| Total carrying value of debt | 1,539,063 | 1,598,913 |
| Less: Deferred financing costs | (12,715) | (17,752) |
| Total net debt | 1,526,348 | 1,581,161 |
| Less: current portion | (9,858) | (10,051) |
| Long-term debt | $ 1,516,490 | $ 1,571,110 |

Future maturities of long-term debt based on principal payments outstanding as of December 31, 2025, are as follows:

| Years ending December 31, | |
|---|---|
| 2026 | $ 14,850 |
| 2027 | 14,850 |
| 2028 | 1,052,038 |
| 2029 | 382,325 |
| 2030 | 75,000 |
| Thereafter | - |
| | $ 1,539,063 |

## 4. Intangible Assets and Goodwill

Intangible assets as of December 31, 2025, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Impairment | Accumulated Amortization | Net Amount |
|---|---|---|---|---|---|
| Tradenames | 3-20 years | $ 1,006,381 | $ 10,248 | $ 209,978 | $ 786,155 |
| Franchise relationships | 15 years | 617,281 | 418 | 177,486 | 439,377 |
| National accounts | 15 years | 3,325 | 148 | 853 | 2,324 |
| Insurance company relationships | 15 years | 2,300 | | 665 | 1,635 |
| Copyrights | 5 years | 150 | | 130 | 20 |
| Franchise rights | 1-7 years | 12,200 | 5,388 | 6,812 | - |
| Customer relationships | 3-10 years | 18,227 | 48 | 10,813 | 7,366 |
| Developed technology | 3 years | 720 | | 720 | - |
| Total definite-lived intangibles | | $ 1,660,584 | $ 16,250 | $ 407,457 | $ 1,236,877 |

| | Useful Life | Gross Amount | Accumulated Impairment | Accumulated Amortization | Net Amount |
|---|---|---|---|---|---|
| Domain name | Indefinite | $ 1,314 | $ - | $ - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | $ - | $ - | $ 1,314 |

Intangible assets as of December 31, 2024, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Impairment | Accumulated Amortization | Net Amount |
|---|---|---|---|---|---|
| Tradenames | 3-20 years | $ 996,297 | $ 10,248 | $ 158,895 | $ 827,154 |
| Franchise relationships | 15 years | 612,607 | 418 | 135,273 | 476,916 |
| National accounts | 15 years | 3,248 | 148 | 624 | 2,476 |
| Insurance company relationships | 15 years | 2,300 | | 511 | 1,789 |
| Copyrights | 5 years | 140 | | 93 | 46 |
| Franchise rights | 1-7 years | 12,200 | | 5,154 | 7,046 |
| Customer relationships | 3-10 years | 17,834 | | 7,612 | 10,222 |
| Developed technology | 3 years | 720 | | 631 | 89 |
| Total definite-lived intangibles | | $ 1,645,347 | $ 10,814 | $ 308,793 | $ 1,325,738 |

| | Useful Life | Gross Amount | Accumulated Impairment | Accumulated Amortization | Net Amount |
|---|---|---|---|---|---|
| Domain name | Indefinite | $ 1,314 | $ - | $ - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | $ - | $ - | $ 1,314 |

The Company recorded an impairment charge for intangible assets of $5,436 in the year ended December 31, 2025 as discussed in Note 2. Amortization expense was $95,910 and $96,830 for the years ended December 31, 2025 and 2024, respectively.

Estimated amortization expense as of December 31, 2025 for the subsequent five years is as follows:

| Years ending December 31, | |
|---|---|
| 2026 | $ 94,390 |
| 2027 | 93,543 |
| 2028 | 91,889 |
| 2029 | 91,889 |
| 2030 | 91,889 |
| Thereafter | 773,277 |
| | **$ 1,236,877** |

***Goodwill***

The Company has assigned goodwill to its reporting units based on fair valuation analysis completed for the acquisition of the parent by KKR and from the Company's acquisitions on September 1, 2021, and any subsequent acquisitions.

The changes in the carrying amount of goodwill are as follows:

| | December 31, 2025 | December 31, 2024 |
|---|---|---|
| Balance at beginning of period | $ 1,739,179 | $ 1,741,101 |
| Foreign currency impact | 7,569 | (1,922) |
| Goodwill impairment | (170,988) | - |
| Balance at end of period | $ 1,575,760 | $ 1,739,179 |

The Company recorded an impairment charge for goodwill of $170,988 in the year ended December 31, 2025 as discussed in Note 2.

## 5. Equity-based Compensation

In September 2021, Nest Management LP, a co-investor with KKR, created a profits interest plan which provides for profits interest award grants of Nest Holdings LP and its subsidiaries. A total of 202,843,686 profits interests units were approved to be granted under the plan.

On October 27, 2021, and certain dates thereafter, Nest Management LP granted awards under the plan. The profits interests are exercisable only to the extent they are vested, and do not expire. Generally, vesting of a portion of the profits interests (50%) is subject to the passage of time; the remaining (50%) vest based on achievement of defined financial criteria upon a liquidity event of the Company. Based on continuous employment, time-based profits interest units vest 20% annually, for each of five years.

The Company accounts for equity-based compensation in accordance with ASC 718, Compensation-Stock Compensation, which requires the fair value of equity-based payments to be recognized in the consolidated statements as compensation expense over the requisite service period. For time-based awards, compensation expense is recognized on a straight-line basis, net of forfeitures which are recognized as they occur, over the requisite service period for awards that actually vest. For performance-based awards, compensation expense is estimated based on achievement of performance conditions and is recognized when such conditions are deemed probable. The Company has not recognized expense related to the performance-based awards as a result of the change in

control provision which is not considered probable until it occurs. Equity-based compensation expense is recorded in the General and administrative expense line in the Consolidated Statements of Operations and Comprehensive Income (Loss).

The average grant date fair value of awards under the Nest Management LP profits interest plan was determined using Monte-Carlo simulation, and was $0.00 per unit for awards in the year ended December 31, 2025 and $0.36 per unit for awards in the year ended December 31, 2024. As of December 31, 2025 and 2024 no units were both vested and exercisable.

Equity-based compensation expense recorded for the years ended December 31, 2025 and 2024 was $1,330 and $3,130, respectively. As of December 31, 2025, unamortized stock compensation expense to be recognized in future years was $2,199.

| | Number of Underlying Units | |
|---|---|---|
| | **Time-based** | **Performance-based** |
| Outstanding – December 31, 2023 | 65,584,944 | 56,626,935 |
| Granted | 25,478,801 | 22,538,801 |
| Forfeited | (13,399,651) | (22,823,978) |
| Redeemed | - | - |
| Outstanding – December 31, 2024 | 77,664,094 | 56,341,758 |
| Granted | 16,241,712 | 16,241,712 |
| Forfeited | (5,626,501) | (13,290,056) |
| Redeemed | - | - |
| **Outstanding – December 31, 2025** | **88,279,305** | 59,293,414 |
| **Vested and Exercisable – December 31, 2025** | **-** | - |

## 6. Trade Notes Receivable

The Company periodically receives notes from the sale of new franchises. The rights to the related franchise territory sold generally collateralize these notes. The Company also from time-to-time receives notes for delinquent franchise service fees. Such notes, as of December 31, 2025 and 2024, bear interest at rates typically ranging from 9% to 12% and generally require equal monthly installments over a life of one to ten years.

A summary of trade notes receivable as of December 31 is as follows:

| | **2025** | 2024 |
|---|---|---|
| Amounts due within one year, net of allowance for credit losses of $1,517 and $1,167 as of December 31, 2025 and 2024, respectively | $ 7,675 | $ 7,776 |
| Amounts due after one year, net of allowance for credit losses of $2,146 and $2,105 as of December 31, 2025 and 2024, respectively | 13,076 | 13,577 |
| **Total trade notes receivable, net** | **$ 20,751** | $ 21,353 |

An analysis of the changes in trade notes receivable is as follows:

| | Year Ended December 31, | |
|---|---|---|
| | **2025** | **2024** |
| Gross trade notes receivable, beginning of period | $ 24,625 | $ 28,290 |
| Principal payments received | (14,770) | (17,660) |
| Notes issued | 15,638 | 14,978 |
| Net write-offs | (1,078) | (946) |
| Foreign currency translation | (1) | (37) |
| Gross trade notes receivable, end of period | 24,414 | 24,625 |
| Allowance for credit losses | (3,663) | (3,272) |
| **Net trade notes receivable, end of period** | **$ 20,751** | $ 21,353 |

An analysis of the changes in the trade notes receivable allowance is as follows:

| | Year Ended December 31, | |
|---|---|---|
| | **2025** | **2024** |
| Allowance, beginning of period | $ 3,272 | $ 2,619 |
| Provision for credit losses | 1,461 | 1,600 |
| Net write-offs | (1,078) | (946) |
| Foreign currency translation | 8 | (1) |
| **Allowance, end of period** | **$ 3,663** | $ 3,272 |

Scheduled future maturities of trade notes receivable are as follows:

| Years ending December 31, | |
|---|---|
| 2026 | $ 9,192 |
| 2027 | 5,117 |
| 2028 | 3,410 |
| 2029 | 2,701 |
| 2030 | 1,934 |
| Thereafter | 2,060 |
| | $ 24,414 |

## 7. Property and Equipment

A summary of property and equipment as of December 31 is as follows:

| | 2025 | 2024 |
|---|---|---|
| Land | $ 2,561 | $ 2,561 |
| Buildings and improvements | 34,571 | 36,403 |
| Machinery & equipment | 5,976 | 10,690 |
| Furniture & fixtures | 1,822 | 2,033 |
| Hardware | 10,126 | 8,564 |
| Software | 71,650 | 54,907 |
| Vehicles | 2,008 | 12,151 |
| Vehicles under financing lease | 19,244 | 25,150 |
| Total property and equipment | 147,958 | 152,459 |
| Less accumulated depreciation | (70,971) | (60,301) |
| Property and equipment - net | $ 76,987 | $ 92,158 |

The Company has Assets held for sale as of December 31, 2025 of which $910 is Vehicles under financing lease, as disclosed in Note 2 as Property and Equipment. Depreciation expense was $32,929 and $26,846 for the years ended December 31, 2025 and 2024, respectively. The Company recorded an impairment charge of $6,016 in 2025 related to property and equipment within one asset group as discussed in Note 2.

## 8. Leases

The Company's primary operating lease commitments consist of leases for office and retail space for its company-operated stores and corporate offices. The Company leases vehicles under financing lease agreements expiring at various dates through 2030.

We determine whether an agreement contains a lease at inception based on our right to obtain substantially all of the economic benefits from the use of the identified asset and the right to direct the use of the identified asset. The Company does not recognize a right-of-use asset (ROU) and a lease liability for leases with an initial term of twelve months or less. Lease liabilities represent the present value of future lease payments and the right-of-use assets represent our right to use the underlying assets for the respective lease terms. The Company does not separate lease and non-lease components for new and modified leases after the adoption date, and instead accounts for each separate lease component of a contract and its associated non-lease components as a single lease component.

The operating lease liability is measured as the present value of the unpaid lease payments and the ROU asset is derived from the calculation of the operating lease liability. Other than for leased vehicles, our leases do not generally provide an implicit rate and we use our incremental borrowing rate as the discount rate to calculate the present value of lease payments. The incremental borrowing rate represents an estimate of the interest rate that would be required to borrow over a similar term, on a collateralized basis in a similar economic environment.

Rent escalations occurring during the term of the leases are included in the calculation of the future minimum lease payments and the rent expense related to these leases is recognized on a straight-line basis over the lease term. In addition to minimum lease payments, certain leases require payment of a proportionate share of real estate taxes and certain building operating expenses allocated on a percentage of sales in excess of a specified base. These variable lease costs are not included in the measurement of the ROU asset or lease liability due to unpredictability of the payment amount and are recorded as lease expense in the period incurred. The ROU asset is adjusted to account for previously recorded lease-related expenses such as deferred rent and other lease liabilities.

The components of lease cost are as follows:

| | Year Ended December 31, | |
|---|---|---|
| | **2025** | **2024** |
| Operating lease cost | $ 6,546 | $ 7,149 |
| Variable lease cost | 328 | 324 |
| Finance lease cost: | | |
| Amortization of right-of-use assets | 7,911 | 7,849 |
| Interest on lease obligations | 1,053 | 1,088 |
| **Total lease cost** | **$ 15,838** | $ 16,411 |

The table below presents additional information related to the Company's leases:

| | As of December 31, | |
|---|---|---|
| | **2025** | **2024** |
| Weighted average remaining lease term (in years): | | |
| Operating leases | 4.8 | 5.1 |
| Finance leases | 2.7 | 2.5 |
| Weighted average discount rate: | | |
| Operating leases | 4.5% | 4.2% |
| Finance leases | 6.7% | 6.3% |

Other information related to leases, including supplemental disclosures of cash flow information, is as follows:

| | Year Ended December 31, | |
|---|---|---|
| | 2025 | 2024 |
| Cash paid for amounts included in the measurement of lease liabilities: | | |
| Operating cash flows from operating leases | $ 6,619 | $ 7,359 |
| Operating cash flows from finance leases | 791 | 861 |
| Financing cash flows from finance leases | 5,466 | 4,749 |
| Right-of-use assets obtained in exchange for operating lease liabilities | 782 | 1,876 |

Maturities of lease liabilities are as follows as of December 31, 2025:

| Years ending December 31, | Operating leases | Finance leases | Total |
|---|---|---|---|
| 2026 | $ 4,603 | $ 6,061 | $ 10,664 |
| 2027 | 3,533 | 2,838 | 6,371 |
| 2028 | 3,019 | 2,130 | 5,149 |
| 2029 | 2,356 | 1,393 | 3,749 |
| 2030 | 1,762 | 1,399 | 3,161 |
| Thereafter | 2,142 | - | 2,142 |
| Total lease payments | 17,415 | 13,821 | 31,236 |
| Less: Interest | 2,087 | 1,469 | 3,556 |
| Total lease liabilities | 15,328 | 12,352 | 27,680 |
| Less: Current lease liabilities | 4,045 | 5,594 | 9,639 |
| Non-current lease liabilities | $ 11,283 | $ 6,758 | $ 18,041 |

The Company had Liabilities held for sale as of December 31, 2025 of which $2,426 are for operating leases and $3,913 for finance leases not included above as disclosed in Note 2. Rent expense for operating leases was $6,546 and $7,149 for the years ended December 31, 2025 and 2024, respectively.

## 9. Income Taxes

The income tax benefit is as follows:

| | Year ended December 31, 2025 | 2024 |
|---|---|---|
| Current: | | |
| Federal | $ 1,889 | $ 10,911 |
| State | 958 | 2,002 |
| Foreign | 1,286 | (202) |
| Total current | 4,133 | 12,710 |
| Deferred: | | |
| Federal | (41,722) | (18,525) |
| State | (6,965) | (979) |
| Foreign | (2,774) | (1,147) |
| Total deferred | (51,461) | (20,651) |
| Total income tax benefit | $ (47,328) | $ (7,941) |

A reconciliation of the income tax benefit at a statutory tax rate of 21% to the income tax benefit at an effective tax rate is as follows:

| | Year ended December 31, 2025 | 2024 |
|---|---|---|
| Federal income taxes at statutory rate | $ (48,966) | $ (9,882) |
| State taxes | (6,208) | 602 |
| Goodwill impairment | 5,354 | - |
| Valuation allowance | 3,160 | - |
| Other permanent differences | 1,623 | 1,452 |
| Deferred balance adjustment | (867) | 63 |
| Payable adjustment | (1,475) | (1,581) |
| Other | 51 | 1,405 |
| Total income tax benefit | $ (47,328) | $ (7,941) |

The Company's effective income tax rate is 20.28% and 16.87% for the years ended December 31, 2025 and 2024, respectively. The Company's overall global effective income tax rate differs from the statutory US Federal income tax rate of 21.00% due to state income taxes, goodwill impairment and valuation allowance.

The components of deferred income tax assets and liabilities as of December 31:

| | 2025 | 2024 |
|---|---|---|
| Deferred tax assets: | | |
| Accounts/notes receivable allowance | $ 1,649 | $ 1,571 |
| Accrued expenses | 2,388 | 439 |
| Net operating loss carryforwards | 1,161 | 599 |
| Interest expense limitation | 48,934 | 43,200 |
| Deferred revenue | 16,870 | 15,342 |
| Operating leases liability | 4,402 | 4,669 |
| Tax capitalized software | 7,127 | 9,276 |
| Other | 1,709 | 3,358 |
| Total deferred tax assets | 84,240 | 78,454 |
| | | |
| Deferred tax liabilities: | | |
| Prepaid expenses | (1,744) | (1,052) |
| Property and equipment | (6,049) | (10,093) |
| Intangible assets and goodwill | (215,327) | (250,731) |
| Interest rate swap | - | (6) |
| Operating lease right-of-use assets | (4,235) | (5,007) |
| Other | (2,438) | (1,927) |
| Total deferred tax liabilities | (229,793) | (268,816) |
| Valuation allowance | (4,165) | - |
| Net deferred tax liabilities | $ (149,718) | $ (190,362) |

Management assesses the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. Management considers all sources of future taxable income but heavily relies on the most objective piece of evidence which is scheduling of deferred tax liabilities. As a result, beginning in 2025, the Company concluded, based on all positive and negative evidence, deferred tax asset related to interest expense limitation, on a more likely than not basis, would not be realized. Therefore, partial valuation allowance in the amount of $4,165 is established against interest expense limitation in the US and state jurisdictions.

For the years ended December 31, 2025 and 2024, no change was recorded for uncertain tax positions, and the balance was ($641). As of December 31, 2024, no interest or penalty was accrued by the Company related to uncertain tax positions.

The Company reported net operating losses in the following jurisdictions as of December 31:

| | 2025 | 2024 | Expiration |
|---|---|---|---|
| Jurisdiction | | | |
| US Federal | $ - | $ - | Indefinite |
| US State (post-apportionment) | 20,326 | 17,100 | Various |
| United Kingdom | 52 | - | Indefinite |
| Germany | - | - | Indefinite |
| Austria | - | - | Indefinite |
| Canada | - | - | 20 Years |
| India | 33 | | Various |
| Total | $ 20,411 | $ 17,100 | |

The Company files a US consolidated federal income tax return for Nest Holdings, Inc. and Subsidiaries which includes Neighborly Company. State returns are filed on either a separate company or consolidated return basis. The Company also files separate returns where required for the various LLC entities. The Company's subsidiaries file income tax returns in Canada, Germany, the UK and Austria.

The Company files US state income tax returns in nearly every state in the US. Many of the state return filings reflect net operating loss carryovers computed on a post-apportionment basis, while several states compute operating loss carryovers on a pre-apportionment basis. The US state income tax effect of the net operating loss carryforwards, net of federal income tax, amounted to $1,166 and $1,048 at December 31, 2025 and 2024, respectively. The state net operating losses have varying carryover periods. The Company expects to fully utilize all net operating loss carryovers prior to expiration.

The Company has no current or pending IRS examinations. US Federal income tax returns for years ended August 31, 2021, December 31, 2021, December 31, 2022, December 31, 2023, and December 31, 2024 remain open for examination. State income tax returns remain open for similar years, and several states having a longer statute remain open for examination. The Company has timely filed all federal and state income tax returns.

The UK entities have no prior or pending tax examinations with HMRC. The UK corporation tax process is one of self-assessment. Following filing of the tax return, HMRC has a period of (usually) 12 months in which to raise formal inquiries. These can range from simple information requests to detailed technical challenges over treatments adopted in the tax return. HMRC has made no requests. The December 31, 2024, corporate tax returns remain open for examination. The UK entities have timely filed all corporate income tax returns.

The German entities are currently under review by the BZSt. The statute of limitations for examination is four (4) years from the end of the year in which the return was filed. Tax returns for years ended December 31, 2021, and forward remain open for examination. The German entities have timely filed all corporate income tax returns.

The US and foreign entities operate under transfer pricing agreements that control the pricing of intercompany management services, interest and royalties.

The Company has both the intent and ability to reinvest foreign earnings, therefore deferred tax liabilities have not been recorded on either unremitted earnings, components of other comprehensive income, or applicable foreign withholding taxes.

On July 4, 2025, the United States enacted tax reform legislation through the One Big Beautiful Bill Act ("OBBBA"). The OBBBA makes permanent key elements of the Tax Cuts and Jobs Act of 2017, including 100% bonus depreciation on qualified property acquired and placed in service after January 19, 2025; immediate deduction of domestic research expenses; reinstatement of EBITDA as the basis for computing business interest expense limits. The Company applied new regulations accordingly. There is no effect on ETR due to these changes in law.

## 10. Related Party Transactions

On September 1, 2021, a Monitoring Agreement was entered into with Kohlberg Kravis Roberts & Co and Harvest Partners under which the Company will pay certain fees and expenses under the terms of the Monitoring Agreement. For the years ended December 31, 2025 and 2024, the Company recognized management and board fees and expenses of $3,148 and $3,641, respectively, in the General and administrative expenses line item in the Company's consolidated statements of operations. Additionally, the Company paid $750 to a related party in the year ended December 31, 2024 for services related to the 2024 VFN Facility. These costs are included in General and administrative expenses on the Consolidated Statement of Operations and Comprehensive Income (Loss).

## 11. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in FASB ASC Topic 450, Contingencies. Accordingly, no liabilities have been accrued for these matters as of December 31, 2025 and 2024. Management believes that the outcome of such matters will not have a material effect on the Company's consolidated financial statements.

## 12. Employee Benefit Plan

The Company sponsors a 401(k) plan covering the majority of its employees. Plan participants may contribute up to 70% (subject to Internal Revenue Service limitations) of their annual compensation before taxes for investment in several specified alternatives. Employees are fully vested with

respect to their contributions. The Company may match a percentage of employee contributions as determined at the discretion of the Board of Directors. Company contributions recognized totaled $2,853 and $2,939 for the years ended December 31, 2025, and 2024, respectively.

## 13. Subsequent Events

In preparation of its financial statements, the Company considered subsequent events through March 31, 2026, which was the date the Company's financial statements were available to be issued.

# Neighborly Company and Subsidiaries

Consolidated Financial Statements
As of December 31, 2024 and 2023 and
for the years ended December 31, 2024 and 2023

# Neighborly Company and Subsidiaries

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# Report of Independent Auditors

To the Board of Directors and Stockholders of
Neighborly Company and subsidiaries

## Opinion

We have audited the consolidated financial statements of Neighborly Company and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations and comprehensive income (loss), changes in stockholders' equity and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the 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 of 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 for 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 of 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

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that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity'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 entity'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 our audit.

Ernst & Young LLP

Dallas, Texas
March 31, 2025

# Neighborly Company and Subsidiaries

## Consolidated Balance Sheets
## ($000's)

| | December 31, 2024 | December 31, 2023 |
|---|---|---|
| **Assets** | | |
| **Current Assets** | | |
| Cash | **$ 18,436** | $ 43,416 |
| Restricted cash | **28,077** | 28,636 |
| Trade accounts receivable – net | **44,747** | 44,566 |
| Trade notes receivable - current portion – net | **7,776** | 9,777 |
| Inventories | **3,776** | 4,007 |
| Income tax receivable | **9,231** | 1,880 |
| Prepaid selling expenses - current | **4,726** | 3,959 |
| Other current assets | **6,106** | 2,839 |
| **Total Current Assets** | **122,875** | 139,080 |
| Property and equipment – net | **92,158** | 89,137 |
| Operating lease right of use assets | **20,221** | 27,227 |
| Prepaid selling expenses – less current portion | **19,896** | 19,104 |
| Trade notes receivable – less current portion - net | **13,577** | 15,894 |
| Intangible assets – net | **1,327,052** | 1,425,724 |
| Goodwill | **1,739,179** | 1,741,101 |
| Other non-current assets | **1,758** | 2,128 |
| **Total Assets** | **$ 3,336,716** | $ 3,459,395 |

# Neighborly Company and Subsidiaries

## Consolidated Balance Sheets (continued)
## ($000's, except share and per share amounts)

| | December 31, 2024 | 2023 |
|---|---|---|
| **Liabilities and Stockholder's Equity** | | |
| **Current Liabilities** | | |
| Trade accounts payable | **$ 17,856** | $ 15,962 |
| Accrued liabilities | **48,074** | 56,589 |
| Deferred revenue - current | **18,215** | 17,760 |
| Current portion of long-term debt | **10,051** | 10,488 |
| Current portion of operating lease liabilities | **5,401** | 6,925 |
| Current portion of finance lease obligations | **5,941** | 4,426 |
| Total current liabilities | **105,538** | 112,150 |
| Long-term debt - less current portion | **1,571,110** | 1,451,356 |
| Operating lease obligations – less current portion | **15,639** | 21,302 |
| Finance lease obligations – less current portion | **10,278** | 10,187 |
| Deferred tax liabilities | **199,638** | 220,780 |
| Deferred revenue - less current portion | **74,718** | 73,850 |
| Other non-current liabilities | **1,616** | 1,696 |
| Commitments and Contingencies (Note 11) | | |
| **Stockholder's Equity** | | |
| Common stock-par value $0.01 per share; 100 shares authorized, issued and outstanding | **-** | - |
| Additional paid-in capital | **1,933,936** | 2,100,435 |
| Accumulated deficit | **(528,523)** | (489,405) |
| Accumulated other comprehensive loss | **(47,234)** | (42,956) |
| **Total Stockholder's Equity** | **1,358,179** | 1,568,074 |
| **Total Liabilities and Stockholder's Equity** | **$ 3,336,716** | $ 3,459,395 |

*See accompanying notes to consolidated financial statements*

# Neighborly Company and Subsidiaries

## Consolidated Statements of Operations and Comprehensive Income (Loss)
## ($000's)

| | Year Ended December 31, | |
|---|---|---|
| | **2024** | 2023 |
| Revenues and income | | |
| Franchise service fees | **$ 208,277** | $ 194,731 |
| Franchise sales fees | **35,122** | 38,441 |
| Sales of products and services | **282,737** | 288,146 |
| Advertising and promotional fund revenue | **60,159** | 53,320 |
| Other revenue | **39,387** | 39,026 |
| Total revenues and income | **625,682** | 613,664 |
| Cost of products and services | **174,140** | 169,627 |
| **Gross Profit** | **451,542** | 444,037 |
| Selling expense | **26,173** | 26,179 |
| General and administrative expense | **206,402** | 196,985 |
| Advertising and promotional fund expense | **61,482** | 58,124 |
| Equity-based compensation expense | **3,130** | 4,194 |
| Depreciation and amortization | **123,676** | 116,929 |
| Management and board fees and expenses | **3,650** | 4,638 |
| Loss on impairment of goodwill and tradenames | **-** | 428,286 |
| Credit losses | **3,810** | 2,812 |
| **Operating Income (Loss)** | **23,219** | (394,110) |
| Interest expense | **70,278** | 68,756 |
| **Loss Before Income Taxes** | **(47,059)** | (462,866) |
| Income tax benefit | **(7,941)** | (23,790) |
| **Net Loss** | **(39,118)** | (439,076) |
| Other comprehensive income/(loss) | | |
| Foreign currency translation adjustment, net of tax of $1,070 and 2,132, respectively | **(3,208)** | 6,395 |
| Total Other Comprehensive income/(loss) | **(3,208)** | 6,395 |
| **Comprehensive Loss** | **$ (42,326)** | $ (432,681) |

*See accompanying notes to consolidated financial statements.*

# Neighborly Company and Subsidiaries

## Consolidated Statement of Changes in Stockholder's Equity
## ($000's, except share amounts)

| | Common Stock | | Additional Paid - In | Accumulated | Accumulated Other Comprehensive | |
|---|---|---|---|---|---|---|
| | Shares | Amount | Capital | Deficit | Income (Loss) | Total |
| Balance at December 31, 2022 | 100 | $ - | $ 2,420,959 | $ (50,587) | $ (51,483) | $ 2,318,889 |
| Adoption of accounting principle | - | - | - | 258 | - | 258 |
| Distribution to parent | - | - | (324,718) | - | - | (324,718) |
| Equity-based compensation | - | - | 4,194 | - | - | 4,194 |
| Foreign currency translation adjustment | - | - | - | - | 8,527 | 8,527 |
| Net loss | - | - | - | (439,076) | - | (439,076) |
| Balance at December 31, 2023 | 100 | $ - | $ 2,100,435 | (489,405) | (42,956) | 1,568,074 |
| Contribution to Equity | - | - | 575 | - | - | 575 |
| Distribution to parent | - | - | (170,204) | - | - | (170,204) |
| Equity-based compensation | - | - | 3,130 | - | - | 3,130 |
| Foreign currency translation adjustment | - | - | - | - | (4,278) | (4,278) |
| Net loss | - | - | - | (39,118) | - | (39,118) |
| **Balance at December 31, 2024** | **100** | **$ -** | **$ 1,933,936** | **$ (528,523)** | **$ (47,234)** | **$ 1,358,179** |

*See accompanying notes to consolidated financial statements.*

# Neighborly Company and Subsidiaries

## Consolidated Statement of Cash Flows
## ($000's unless otherwise noted)

| | For the Year Ended December 31, | |
|---|---|---|
| | **2024** | 2023 |
| **Operating activities** | | |
| Net loss | $ (39,118) | $ (439,076) |
| Adjustments to reconcile net loss to net cash provided by **operating activities:** | | |
| Depreciation and amortization | 123,676 | 116,929 |
| Amortization of deferred financing costs | 4,409 | 4,164 |
| Loss on impairment of goodwill and tradenames | - | 428,286 |
| Bad debt expense | 3,810 | 2,812 |
| Trade notes issued | (14,978) | (15,243) |
| Collections of notes receivable | 17,660 | 16,605 |
| Deferred income taxes | (20,651) | (44,346) |
| Loss on disposal of assets | 3,589 | - |
| Equity-based compensation | 3,130 | 4,194 |
| **Changes in assets and liabilities:** | | |
| Trade accounts receivable | (2,848) | (1,403) |
| Inventories | 249 | 626 |
| Prepaid selling expenses and other assets | (4,313) | 3,722 |
| Trade accounts payable | 1,907 | (6,249) |
| Accrued liabilities | (9,729) | (8,512) |
| Other non-current liabilities | (83) | (275) |
| Income tax payable | (7,352) | (1,519) |
| Change in operating lease assets and liabilities | (181) | 3,535 |
| Deferred revenue | 1,323 | 11,246 |
| Net cash provided by operating activities | 60,500 | 75,496 |
| **Investing activities** | | |
| Purchase of property, equipment and other assets | (25,042) | (27,931) |
| Acquisitions of intangible assets | (677) | - |
| Net cash used in investing activities | (25,719) | (27,931) |
| **Financing activities** | | |
| Equity contribution | 575 | - |
| Distributions paid | (170,204) | (324,718) |
| Deferred financing costs paid | (3,241) | (13,866) |
| Proceeds from revolving credit | 158,000 | 25,000 |
| Payment on revolving credit | (25,000) | - |
| Payments on principal portion of finance lease liabilities | (4,749) | (3,455) |
| Payments on long-term borrowings | (14,850) | (14,323) |
| Proceeds from long-term borrowings | - | 275,000 |
| Net cash used in financing activities | (59,469) | (56,362) |
| Effect of foreign currency translation on cash | (851) | (1,255) |
| **Net decrease in cash and restricted cash** | (25,539) | (10,052) |
| **Cash and restricted cash -** Beginning of period | $ 72,052 | $ 82,104 |
| **Cash and restricted cash -** End of period | $ 46,513 | $ 72,052 |
| **Supplemental cash flow disclosures:** | | |
| Cash paid for income taxes, net of refunds | $ 16,770 | $ 15,829 |
| Cash paid for interest | 65,052 | $ 60,258 |

## 1. Organization and Description of Business

***Organization and Description of Business***

Neighborly Company and Subsidiaries ("we", "our", "Neighborly" and the "Company") is a Delaware corporation and is the parent company of a number of franchisors and related supporting businesses operating in the United States (the "US") and internationally which include the following companies: Mr. Rooter, Rainbow International, Mr. Electric, Aire Serv, Mr. Appliance, Glass Doctor, Grounds Guys, Molly Maid, Mr. Handyman, Five Star Painting, Mosquito Joe, Real Property Management, Window Genie, HouseMaster, Dryer Vent Wizard, ShelfGenie, Precision Door Service, Restoration 1, Junk King, Lawn Pride, ZorWare, Drain Doctor, Locatec, Countrywide, Bright and Beautiful, Dream Doors, Greensleeves, and ProTradeNet.

In addition, the Company owns and operates non-franchisor entities as follows: Portland Glass, which offers auto, home, and business glass repair and replacement through company owned stores located in Maine, Vermont, and New Hampshire; Pimlico Plumbers, which offers repair and maintenance services, concentrated in central London; Plumb Enterprises, which offers full plumbing, drain and sewer cleaning services, excavation, and repairs in Colorado; and Lawn Pride, which offers lawn care and maintenance services through the application of fertilizer, as well as pest control, in Indiana.

***Acquisition of the Company***

On June 29, 2021, Kohlberg Kravis and Roberts ("KKR"), and associated co-investors formed Nest Bidco Inc. which, on September 1, 2021, purchased 100% of the shares of Balcones Holdco, Inc., the parent company of Neighborly, from TDG Investment Holdings, LP. Nest Bidco Inc. is an indirectly wholly owned subsidiary of Nest Holdings LP, which is the ultimate parent company of the newly formed business. The transaction was effected to add Neighborly to KKR's investment portfolio, and allows Neighborly to gain access to KKR's capital and resources.

## 2. Summary of Significant Accounting Policies

***Recently Issued Accounting Pronouncements***

In December 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," (ASU No. 2023-09) which requires disclosure of disaggregated information about a reporting entity's effective tax rate reconciliation as well as disclosures on income taxes paid by jurisdiction. ASU No. 2023-09 is effective for annual periods beginning after December 15, 2024. The guidance is required to be applied on a prospective basis, with the option to apply the standard retrospectively. Early adoption is permitted. Management is currently evaluating the impact of this guidance on the Company's consolidated financial statements and related disclosures.

In January 2024, the FASB issued ASU No. 2024-01, "Scope Application of Profits Interest and Similar Awards." This update clarifies that profits interests and similar awards granted to employees as compensation for services are within the scope of ASC Topic 718 (Compensation—Stock Compensation). The amendments in this update are effective for fiscal years beginning after December 15, 2024, including interim periods within those fiscal years, with early adoption permitted. The Company is required to apply these amendments on a modified retrospective basis

to awards outstanding at the beginning of the fiscal year of adoption, with cumulative-effect adjustments to retained earnings. Management is currently evaluating the impact of this guidance on the Company's consolidated financial statements and related disclosures.

***Principles of Consolidation and Variable Interest Entities***

The accompanying consolidated financial statements as of December 31, 2024 and 2023 include the accounts of the Company and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

FASB Accounting Standards Codification (ASC) Topic 810-10, Consolidation, applies to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support. Such an entity is referred to as a variable interest entity ("VIE"). FASB ASC Topic 810-10 requires the consolidation of a VIE by its primary beneficiary. The primary beneficiary is the entity, if any, that has the power to direct activities of a VIE that most significantly impact the VIE's economic performance and has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

Neighborly Assetco LLC ("Assetco") is a direct, wholly owned subsidiary of Neighborly Issuer LLC (the "Issuer"), which is a special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Neighborly SPV Guarantor LLC (the "SPV Guarantor"), which is a special purpose Delaware limited liability company that is an indirect, wholly owned subsidiary of Neighborly (the "Manager").

Assetco's subsidiaries are comprised of a number of franchisors and related supporting businesses operating in the US and internationally and include the following businesses: Aire Serv SPV LLC, Mr. Electric SPV LLC, The Grounds Guys SPV LLC, Rainbow International SPV LLC, Glass Doctor SPV LLC, Mr. Appliance SPV LLC, Mr. Rooter SPV LLC, Molly Maid SPV LLC, Mr. Handyman SPV LLC, Five Star Painting SPV LLC, Window Genie SPV LLC, Real Property Management SPV LLC, Mosquito Joe SPV LLC, HouseMaster SPV LLC, Dryer Vent Wizard SPV LLC, ShelfGenie SPV LLC, Precision Door Service SPV LLC, Junk King SPV LLC, and Lawn Pride SPV LLC (each an "SPV Franchisor" and together the "SPV Franchisors") and ProTradeNet SPV LLC, Neighborly Service Solutions SPV LLC, Back Office SPV LLC, G-O Manufacturing SPV LLC, Zorware SPV LLC, NBLY Co Ops CO SPV LLC, NBLY Co Ops WA SPV LLC, NBLY Co Ops AZ SPV LLC, NBLY Co Ops IN SPV LLC, Trench Right SPV LLC, Trench Right WA SPV LLC, Dig Boss SPV LLC, NBLY Logistics SPV LLC, and Pimlico SPV Limited (each a "Non-Franchisor SPV Entity" and together the "Non-Franchisor SPV Entities"), each of which is a direct, wholly owned subsidiary of Assetco.

Assetco holds all the equity interests in the SPV Franchisors and the Non-Franchisor SPV Entities, certain intellectual property, certain license agreements and certain vendor agreements. Each SPV Franchisor holds the tradenames and the franchise agreements related to such brand and any product supply agreements or vendor agreements related to such brand. The Non-Franchisor SPV

Entities hold certain tradenames, certain product supply agreements, certain vendor agreements and the office service agreements.

Neighborly SPV Guarantor LLC, Neighborly Issuer LLC, and Neighborly Assetco LLC (collectively with the SPV Franchisors and the Non-Franchisor SPV Entities are referred to as "Securitization Entities")

were formed in connection with a financing transaction (the "Securitization Transaction"), which was completed on March 25, 2021 and on subsequent dates thereafter (see Note 3).

The Company has determined that the Securitization Entities qualify as VIE's and that Neighborly is the primary beneficiary, having both power and benefits, of the Securitization Entities and accordingly, consolidation is concluded.

***Use of Estimates***

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***Revenue Recognition, Accounts Receivable, Notes Receivable, and Allowances***

The Company's primary sources of revenue are as follows:

- Franchise service fees from existing franchise owners based on a percentage of each franchise owner's gross sales. These fees generally range from 2% to 15% of the franchise owner's gross sales, depending upon the particular franchise concept and upon various other factors;

- Franchise sales fees generated from the sale of new franchise territories and the sale of additional franchise territories to existing franchise owners;

- Sales of products and services to unrelated third parties;

- Advertising and promotional fund revenue represents marketing, advertising and promotional ("MAP") fund fees collected from existing franchise owners. These fees are typically a percentage of each franchise owner's sales and vary depending upon the particular franchise concept and various other factors;

- Other revenue consists of incentives earned from services performed for unrelated third parties and interest generated from notes receivable.

Typically, franchise agreements are granted to franchise owners for an initial term of ten years with an option to renew. Our performance obligations under franchise agreements consist of providing a license of our brand's intellectual property, a list of approved suppliers, certain training programs, an operations manual, and to maintain the MAP fund. These performance obligations are highly interrelated and we do not consider them to be individually distinct, and therefore account for them as a single performance obligation, which collectively represent the obligation to provide a license for the right to use our brand's intellectual property. Revenue related to franchise agreements is recognized on a straight-line basis over the term of the agreement, with the exception of variable or sales-based royalties, MAP fund fees collected and revenue allocated to goods and services and other variable fees which are recognized as the underlying sales occur and performance obligations are satisfied.

In the event a franchise agreement is terminated, without a corresponding agreement executed by the same franchise owner, any remaining deferred fees as well as applicable termination fees are recognized in the period of termination.

The Company periodically extends credit to entities for the purchase of franchises. These entities are typically controlled by individuals who operate their businesses as an owner/manager. Generally, the notes receivable are collateralized by the related franchise territory rights. The Company also extends unsecured credit to its franchise owners for unpaid franchise service fees. The Company places notes receivable on nonaccrual status when payment is ninety days past due, and ceases to recognize revenue from interest on the note until such time as the note is no longer past due. Interest on trade notes receivable is recorded as revenue when earned. Each entity's ability to perform is dependent upon the economic condition of the business. The Company maintains ongoing credit evaluations of its franchise owners.

The Company adopted ASU 2016-13 ASU No. 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments using the modified retrospective adoption method on January 1, 2023, which was retroactively applied as of the first day of 2023. This accounting standard requires companies to measure expected credit losses on financial instruments based on the total estimated amount to be collected over the lifetime of the instrument. Upon adoption of this guidance, the Company recognized a decrease to its allowance for credit losses of $200 and a corresponding adjustment to accumulated deficit, net of tax.

Expected credit losses for uncollectible receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions considered include pre-defined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

Franchise service fee revenues represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized in the period in which the sales occur. Sales-based royalties are variable consideration related to our performance obligations to our franchise owners to maintain the intellectual property being licensed.

We have determined we act as the principal in the transaction related to the MAP fund contributions and expenditures. MAP fund contributions and expenditures are reported in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). Our obligation related to these funds is to administer the MAP fund, keep unused MAP fees in segregated bank accounts which are classified as restricted cash on the Consolidated Balance Sheet and use MAP fees for certain activities related to the marketing and promotion of the individual brands. As noted above, we have concluded the advertising services provided to franchise owners are highly interrelated with the franchise rights and not a distinct performance obligation; therefore, revenues from MAP fund fees are recognized as advertising and promotion fund revenue when the related sales occur based on the application of the sales-based royalty exception within ASC 606, Revenue from Contracts with Customers.

Revenues from product sales are recognized upon transfer of title, when delivered to the customer, when the work is performed, or orders are shipped. Incentives earned are recognized as services are performed.

*Contract Balances*

The contract liabilities which we classify as "deferred revenue" consist primarily of the unamortized portion of initial franchise fees that are currently being recognized into revenue, amounts related to pending agreements, or other deferred revenues not related to franchise agreements. Contract deferred franchise revenue represents our remaining performance obligations to our franchise owners, as we account for our highly interrelated obligations as a single performance obligation, which collectively represent the obligation to provide a license for the right to use our brand's intellectual property excluding amounts of variable consideration related to sale-based royalties and advertising. The other deferred revenues not related to the franchise agreements are included in current deferred revenue.

The components of the change in deferred revenue are as follows:

| | Year Ended December 31, | |
|---|---|---|
| | 2024 | 2023 |
| Balance at beginning of period | $ 91,610 | $ 80,364 |
| Fees received from franchise owners | 37,203 | 49,188 |
| Franchise sales revenue recognized | (35,122) | (38,441) |
| Other changes in deferred revenue | (758) | 499 |
| Balance at end of period | 92,933 | 91,610 |
| Less: current portion | 18,215 | 17,760 |
| Deferred revenue noncurrent | $ 74,718 | $ 73,850 |

Revenue deferred as of December 31, 2023 and recognized in the period from January 1, 2024 through December 31, 2024 was $17,623. Revenue deferred as of December 31, 2022 and recognized in the period from January 1, 2023 through December 31, 2023 was $20,133.

As of December 31, 2024, the deferred revenue expected to be recognized for each of the next five years and in the aggregate is as follows:

| Years ending December 31, | |
|---|---|
| 2025 | $ 18,215 |
| 2026 | 12,829 |
| 2027 | 12,455 |
| 2028 | 11,718 |
| 2029 | 10,267 |
| Thereafter | 27,449 |
| | $ 92,933 |

Direct, incremental selling expenses incurred when the franchise agreement is executed are recorded as a contract asset and amortized over the life of the agreement consistent with the recognition of the deferred revenue. Contract assets are included in current and non-current

prepaid selling expenses in the accompanying Consolidated Balance Sheets and the amortization is included in general and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). For the year ended December 31, 2024, $7,736 of costs were paid and amortization expense of $6,175 was recognized. For the year ended December 31, 2023, $8,883 of costs were paid and amortization expense of $5,845 was recognized.

The ending asset for deferred contract costs as of December 31, 2024 was $24,622, of which $4,726 was current. The ending asset for deferred contract costs as of December 31, 2023 was $23,063, of which $3,959 was current.

***Advertising***

The Company expenses advertising costs as incurred. Advertising expense was $23,200 and $28,772 for the years ended December 31, 2024 and 2023, respectively. Advertising expense is included in general and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). This is separate from MAP fees which are presented on their own line in Consolidated Statements of Operations and Comprehensive Income (Loss).

***Inventories***

Inventories consist of products to be sold and are stated at the lower of cost (first-in, first-out method) or net realizable value.

***Property and Equipment***

With the exception of land, which is not depreciated, property and equipment is stated at cost and is depreciated using the straight-line method over the estimated useful lives of the respective assets which are generally as follows: buildings (30 years) and building improvements (5-15 years), capped at the lesser of life of the leasehold improvements or remaining lease life; machinery, equipment, and vehicles (5-10 years); furniture and fixtures (5 years); and hardware and software (3 years). Additions, renewals, and betterments are capitalized; maintenance and repairs which do not extend the useful life of the asset are expensed as incurred.

Management evaluates long-lived assets used in operations for impairment when indicators of impairment are present. Impairment losses are recorded in the amount that carrying value exceeds fair market value when the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of the assets. No impairment losses for property and equipment were recorded for the year ended December 31, 2024.

***Goodwill***

Goodwill represents the excess of the consideration transferred over the fair value of the identifiable net assets acquired. The Company tests goodwill annually for impairment, or earlier if events or changes in circumstances indicate that impairment may exist. Management's impairment tests are generally performed as of October 1$^{st}$ annually. The Company's current goodwill balance resulted from the acquisition of the Company as of September 1, 2021, and from the Company's acquisitions in the successor period, as discussed in Note 1.

The Company performed a qualitative assessment of its goodwill as of October 1, 2024 and concluded that indicators of impairment existed for certain of its reporting units, based on trends

in financial performance. Therefore, the Company performed a quantitative assessment of its goodwill for certain reporting units with indicators of impairment by measuring the fair value using present value techniques including the income approach and the market approach. The Company's weighted average cost of capital declined slightly as well as projected positive operating performance of the reporting units resulted in a fair value that exceeded carrying value with no resulting impairment. A goodwill impairment expense of $417,591 was recorded in the year ended December 31, 2023, and none in 2024.

***Intangible Assets***

Intangible assets consist of tradenames, franchise relationships, national accounts, insurance company relationships, customer relationships, re-acquired franchise rights, developed technology, copyrights, and domain name, and are stated at their estimated fair value as of the date of acquisition, less subsequent amortization. The Company's intangible assets are definite lived, other than domain name, which is indefinite lived.

For definite lived intangible assets, when events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable, the Company evaluates the definite lived intangible assets for impairment by comparing the carrying value to the anticipated future undiscounted cash flows expected to be generated from the use of the intangible assets. If the carrying amount is not recoverable, a loss is recorded in the amount the carrying value exceeds the fair market value of the assets. No impairment expense was recorded in the year ended December 31, 2024, and $10,695 was recorded in the year ended December 31, 2023.

Tradenames are amortized over their estimated useful life, which ranges from three years to 20 years, using the straight-line method. Franchise relationships, national accounts relationships, and insurance company relationships are amortized over their estimated useful lives of 15 years, using the straight-line method. Customer relationships are amortized over their estimated useful life of three to 10 years, using the straight-line method. Reacquired franchise rights are amortized over the remaining life of the reacquired agreements, between one to seven years, using the straight-line method. Copyrights are amortized over their estimated useful life of five years, using the straight-line method. Developed technology is amortized over their estimated useful life of three years, using the straight-line method.

Domain names are stated at their estimated fair value at the date of acquisition, and are not amortized, as their useful lives are considered indefinite, but are subject to annual impairment testing. The Company performed a qualitative assessment of its indefinite lived intangible assets as of October 1, of 2024 and 2023 and concluded it is not more likely than not that the fair value of its domain names is less than the carrying amount and, as such, a quantitative impairment test was not considered necessary.

***Income Taxes***

Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the consolidated financial statement carrying amounts of assets and liabilities and their respective tax basis. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in tax expense in the period that includes the enactment date.

The Company establishes valuation allowances in accordance with the provisions of FASB ASC Topic 740, Income Taxes. The Company reviews the adequacy of any valuation allowance and recognizes tax benefits only when it is more likely than not that the benefits will be realized.

The Company measures, classifies, and discloses uncertain tax benefits in accordance with FASB ASC Topic 740-10, Income Taxes-Overall. The Company has elected to classify interest and penalties related to uncertain tax benefits as a component of income tax expense.

***Equity-based Compensation***

The Company accounts for equity-based compensation under FASB ASC Topic 718, Compensation-Stock Compensation. This pronouncement requires the measurement of all equity-based payments to employees using a fair-value-based method and the recording of such expense in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss). The Company participates in an equity-based employee compensation plan, which is described more fully in Note 5.

***Foreign Currency Translation***

Consolidated entities that have a functional currency that differs from the Company's reporting currency include our foreign subsidiaries, which are in Canada, the United Kingdom (the "UK"), Germany and Austria. Foreign currency denominated assets and liabilities are translated using the exchange rates at the end of each reporting period. Results of foreign operations are translated at the weighted average exchange rate for each reporting period. Translation adjustments are included as a component of accumulated other comprehensive income (loss) until realized. Where amounts denominated in a foreign currency are converted into US dollars by remittance or repayment, the realized exchange differences are included in the accompanying Consolidated Statements of Operations and Comprehensive Income (Loss), primarily in general and administrative expense, and was immaterial in all periods presented.

***Cash and Restricted Cash***

The Company considers all cash and highly liquid investments purchased with an initial maturity of three months or less to be cash or cash equivalents.

Cash consists primarily of cash on hand and cash on deposit. Restricted cash includes funds held for the MAP funds and securitized cash held for principal and interest payments on deposit related to the Securitization Transaction.

Cash and restricted cash consists of the following as of December 31,:

| | | **2024** | | 2023 |
|---|---|---|---|---|
| Cash | **$** | **18,436** | $ | 43,416 |
| Restricted Cash: | | | | |
| Whole business securitization | | **23,639** | | 21,903 |
| MAP funds | | **4,438** | | 6,733 |
| Total cash and restricted cash | **$** | **46,513** | $ | 72,052 |

The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

***Fair Value of Financial Instruments and Non-financial Assets***

In accordance with FASB ASC 820, Fair Value Measurements, certain assets and liabilities carried at fair value are categorized based on the level of judgment associated with the inputs used to measure their fair value. The standard establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels:

Level 1 - Inputs are unadjusted quoted market prices in active markets for identical assets or liabilities at the measurement date.

*Level* 2 - Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date for the duration of the instrument's anticipated life.

*Level* 3 - Inputs are unobservable and therefore reflect management's best estimate of the assumptions that market participants would use in pricing the asset or liability.

The tradenames, systems in place, and developed technology were valued using the relief from royalty method and the franchise relationships, customer relationships, national account relationships, and insurance company relationships were valued using the multi-period excess earnings method in the periods acquired, except for those tradenames remeasured in 2023 as a result of impairment testing as discussed above. Rollover equity was valued using a combination of Level 2 observable inputs including EBITDA multiples and comparable public company as well as discounted cash flow analysis of future projections in the period issued. The future projections and estimates used to fair value the assets acquired in acquisitions, as well as those used in our long-lived asset and goodwill impairment testing, are considered Level 3 inputs.

## 3. Debt Agreements

Through its wholly owned subsidiary, Neighborly Issuer LLC (the "Issuer"), the Company entered into the Securitization Transaction which was completed on March 25, 2021. In conjunction with the Securitization Transaction, the Issuer issued $800,000 Series 2021-1 3.584% Fixed Rate Senior Secured Notes (the "Series 2021-1 Senior Notes"). The Series 2021-1 Senior Notes have an anticipated repayment date of April 30, 2028, and a final maturity date of April 30, 2051. Scheduled principal payments of $2,000 and interest are paid quarterly. As of December 31, 2024 and 2023, the Series 2021-1 Senior Notes had $772,000 and $780,000 outstanding, respectively.

Additionally, the Securitization Transaction provided for a $10,000 variable rate Delayed Draw Class A-1-LR Senior Note ("Series 2021-1 Class A-1 Notes"), with a final maturity date of April 30, 2051, which is only available for limited purposes and may not be drawn by the Issuer. Interest on draws is paid weekly at the Secured Overnight Financing Rate (SOFR) plus 300 basis points. As of December 31, 2024 and 2023, no borrowings had been made on the Series 2021-1 Class A-1 Notes.

The Securitization Transaction also provided for a $30,000 variable rate Class A-1-VFN Senior Note (the "2021 VFN facility"), with a maturity date of April 30, 2026, and two one-year extension options. Interest on borrowings is paid quarterly at SOFR, plus 266 basis points. As of December 31, 2024, $8,000 of borrowings were outstanding on the 2021 VFN facility and availability was $5,050.

For the year ended December 31, 2023, the Company had no borrowings on the facility and availability was $13,050. Issued and undrawn letters of credit under the VFN facility were $16,950 as of December 31, 2024 and 2023. Undrawn letters of credit under the VFN facility incur interest at a rate of 2.66%, which is payable quarterly. The Company considered the upcoming maturity of the 2021 VFN Facility and concluded it has the unilateral ability to extend the maturity date to April 2027, if certain conditions are met. The Company evaluated the conditions precedent and concluded they will be met throughout 2025; therefore, the Company will have the unilateral ability to extend and intends to execute the extension prior to the initial maturity date of April 30, 2026.

On January 19, 2022, the Company, through the Issuer, issued $410,000 Series 2022-1 3.695% Fixed Rate Senior Secured Notes (the "Series 2022-1 Senior Notes") through a second whole business securitization transaction (the "Second Securitization Transaction"). The Series 2022-1 Senior Notes have an anticipated repayment date of January 30, 2029, and a final maturity date of January 30, 2052. Scheduled principal payments of $1,025 and interest are paid quarterly. As of December 31, 2024 and 2023, $398,725 and $402,825 was outstanding on the Series 2022-1 Senior Notes, respectively.

Additionally, the Second Securitization Transaction provided for a $4,000 variable rate Delayed Draw Class A-1-LR Senior Note (the "Series 2022-1 Class A-1 Notes"), with a final maturity date of January 30, 2052, which is only available for limited purposes and may not be drawn by the Issuer. Interest on draws is paid weekly at a rate equal to Prime plus 300 basis points. As of December 31, 2024 and 2023, no draws had been made on the Series 2022-1 Class A-1 Notes.

In conjunction with the Second Securitization Transaction, $10,353 in transaction fees were capitalized as deferred financing costs to be amortized over the anticipated term of the notes using the straight-line method, which material approximates the effective interest rate method. For the years ended December 31, 2024 and 2023, respectively, a total of $1,494 and $1,510 of previously capitalized deferred financing costs related to the Second Securitization Transaction were amortized to interest expense on the Consolidated Statements of Operations and Comprehensive Income (Loss).

On February 3, 2023, the Company, through its indirect, wholly owned subsidiary, Neighborly Issuer LLC, issued $275,000 Series 2023-1 7.308% Fixed Rate Senior Secured Notes (the "Series 2023-1 Senior Notes") through a third whole business securitization transaction (the "Third Securitization Transaction"). The Series 2023-1 Senior Notes have an anticipated repayment date of January 30, 2028, and a final maturity date of January 30, 2053. Scheduled principal payments of $687 and interest are paid quarterly. As of December 31, 2024 and 2023, $270,188 and $272,938 was outstanding on the Series 2023-1 Senior Notes, respectively.

Additionally, the Third Securitization Transaction provided for a $5,025 variable rate Delayed Draw Class A-1-LR Senior Note (the "Series 2023-1 Class A-1 Notes"), with a final maturity date of January 30, 2053, which is only available for limited purposes and may not be drawn by the Issuer. On December 11, 2024, the Series 2023-1 Class A-1 Notes maturity date was amended to change to January 30, 2055. Interest on draws is paid weekly at a rate equal to SOFR plus 300 basis points. As of December 31, 2024, no draws had been made on the Series 2023-1 Class A-1 Notes.

The Third Securitization Transaction also provided for a $125,000 variable rate Class A-1-VFN Senior Note (the "2023 VFN facility"), with a maturity date of January 30, 2026, with two one-year extension options. Interest on borrowings is paid quarterly at SOFR, plus 350 basis points. As of December 31, 2024, the Company had borrowings outstanding of $75,000 on the 2023 VFN facility

and had $50,000 of availability. As of December 31, 2023, borrowings outstanding on the 2023 VFN facility were $25,000, and availability was $100,000. The Company considered the upcoming maturity of the 2023 VFN Facility and concluded it has the unilateral ability to extend the maturity date to January 2027, if certain conditions are met. The Company evaluated the conditions precedent and concluded they will be met throughout 2025; therefore, the Company will have the unilateral ability to extend and intends to execute the extension prior to the initial maturity date of January 30, 2026.

In conjunction with the Third Securitization Transaction, $14,177 in transaction fees were capitalized as deferred financing costs, to be amortized over the anticipated term of the notes using the effective interest method. For the years ended December 31, 2024 and 2023, $2,868 and $2,654 of previously capitalized deferred financing costs related to the Third Securitization Transaction were amortized to interest expense on the Consolidated Statements of Operations and Comprehensive Income (Loss), respectively.

On December 11, 2024, the Company, through its indirect, wholly owned subsidiary, Neighborly Issuer LLC, entered into a $75,000 variable rate Class A-1-VFN Senior Note (the "2024 VFN Facility") through a fourth whole business securitization transaction (the "Fourth Securitization Transaction"). The 2024 VFN Facility has an anticipated repayment date of January 30, 2030 with two one-year extension options. Interest on borrowings is paid quarterly at SOFR, plus 240 basis points. As of December 31, 2024, borrowings outstanding on the 2024 VFN facility were $75,000, and no availability.

In conjunction with the Fourth Securitization Transaction in 2024, $3,241 in transaction fees were capitalized as deferred financing costs in 2024, to be amortized over the anticipated term of the notes on a straight line basis which approximates the effective method. Amortization was negligible in 2024.

The Series 2023-1 Senior Notes and the 2024 VFN Facility issued in conjunction with the securitization transaction are secured by substantially all assets of the Securitization Entities and guaranteed by the Securitization Entities. Proceeds were distributed to Neighborly's parent company to extinguish debt incurred by the parent to fund the Company's acquisitions.

The Series 2021-1 Senior Notes, the Series 2022-1 Senior Notes, the Series 2023-1 Senior Notes, the Series 2021-1 Class A-1 Notes, the Series 2022-1 Class A-1 Notes, the Series 2023-1 Class A-1 Notes, and VFN facilities described above issued in conjunction with the Securitization Transaction, the Second Securitization Transaction, the Third Securitization Transaction and the Fourth Securitization Transaction (together, the "Securitization Transactions") are secured by substantially all assets of Neighborly Issuer LLC and the other Securitization Entities, and guaranteed by the Issuer and such Securitization Entities, each of which is a bankruptcy remote entity and which owned substantially all of the Company's US intellectual property including tradenames, franchise agreements, national account relationships and systems-in-place, as well as the UK tradenames as of the date of issuance. The restrictions placed on the Issuer and its subsidiaries require that interest and scheduled principal payments on the Series 2021-1 Senior Notes, Series 2022-1 Senior Notes, Series 2023-1 Senior Notes, the Series 2021-1 Class A-1 Notes, the Series 2022-1 Class A-1 Notes, and the Series 2023-1 Class A-1 Notes be paid prior to any residual distributions to the Manager, and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest and scheduled principal amounts due. The amount of weekly cash flow that exceeds all expenses and obligations of the Issuer and its subsidiaries is generally remitted to the Manager in

the form of a distribution. The Manager also receives a fee for the services it provides to the Securitization Entities that is senior to debt service. The Securitization Transactions require, among other things, maintenance of minimum debt-service coverage ratio levels and additional incurrence of indebtedness and scheduled amortization requirements are subject to compliance with maximum leverage ratio levels. As of December 31, 2024 and 2023, the Issuer was in compliance with all debt-service coverage covenants.

The Company's long-term debt and trade notes receivable bear interest at market rates. Thus, management believes their carrying amounts approximate fair value.

Debt consists of the following as of December 31:

| | | **2024** | | 2023 |
|---|---|---|---|---|
| Series 2021-1 Senior Notes | **$** | **772,000** | $ | 780,000 |
| Series 2022-1 Senior Notes | | **398,725** | | 402,825 |
| Series 2023-1 Senior Notes | | **270,188** | | 272,938 |
| 2021 VFN Facility | | **8,000** | | - |
| 2023 VFN Facility | | **75,000** | | 25,000 |
| 2024 VFN Facility | | **75,000** | | - |
| Total carrying value of debt | | **1,598,913** | | 1,480,763 |
| Less: Deferred financing costs | | **(17,752)** | | (18,919) |
| Total net debt | | **1,581,161** | | 1,461,844 |
| Less: current portion | | **(10,051)** | | (10,488) |
| Long-term debt | **$** | **1,571,110** | $ | 1,451,356 |

Future maturities of long-term debt based on principal payments outstanding as of December 31, 2024, are as follows:

| *Years ending December 31,* | |
|---|---|
| 2025 | $ 14,850 |
| 2026 | 14,850 |
| 2027 | 14,850 |
| 2028 | 754,850 |
| 2029 | 385,075 |
| Thereafter | 414,438 |
| | $ 1,598,913 |

## 4. Intangible Assets and Goodwill

Intangible assets as of December 31, 2024, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Impairment | Accumulated Amortization | Net Amount |
|---|---|---|---|---|---|
| Tradenames | 3-20 years | $ 996,297 | $ 10,248 | $ 158,895 | $ 827,154 |
| Franchise relationships | 15 years | 612,607 | 418 | 135,273 | 476,916 |
| National accounts | 15 years | 3,248 | 148 | 624 | 2,476 |
| Insurance company relationships | 15 years | 2,300 | - | 511 | 1,789 |
| Customer relationships | 3-10 years | 17,834 | - | 7,612 | 10,222 |
| Franchise rights | 1-7 years | 12,200 | - | 5,154 | 7,046 |
| Developed technology | 3 years | 720 | - | 631 | 89 |
| Copyrights | 5 years | 140 | - | 93 | 46 |
| Total definite-lived intangibles | | $ 1,645,347 | $ 10,814 | $ 308,793 | $ 1,325,738 |

| | Useful Life | Gross Amount | Accumulated Impairment | Net Amount |
|---|---|---|---|---|
| Domain name | Indefinite | $ 1,314 | - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | - | $ 1,314 |

Intangible assets as of December 31, 2023, consisted of the following:

| | Useful Life | Gross Amount | Accumulated Impairment | Accumulated Amortization | Net Amount |
|---|---|---|---|---|---|
| Tradenames | 3-20 years | $ 1,001,190 | $ 10,248 | $ 111,600 | $ 879,342 |
| Franchise relationships | 15 years | 613,289 | 418 | 94,631 | 518,240 |
| National accounts | 15 years | 3,138 | 148 | 424 | 2,566 |
| Insurance company relationships | 15 years | 2,300 | - | 358 | 1,942 |
| Customer relationships | 3-10 years | 17,848 | - | 4,594 | 13,254 |
| Franchise rights | 1-7 years | 12,200 | - | 3,495 | 8,705 |
| Developed technology | 3 years | 720 | - | 436 | 284 |
| Copyrights | 5 years | 143 | - | 66 | 77 |
| Total definite-lived intangibles | | $ 1,650,828 | $ 10,814 | $ 215,604 | $ 1,424,410 |

| | Useful Life | Gross Amount | Accumulated Impairment | Net Amount |
|---|---|---|---|---|
| Domain name | Indefinite | $ 1,314 | - | $ 1,314 |
| Total indefinite-lived intangibles | | $ 1,314 | - | $ 1,314 |

Amortization expense was $96,830 and $96,710 for the years ended December 31, 2024 and 2023, respectively. Estimated amortization expense for the subsequent five years is as follows:

| Years ending December 31, | |
|---|---|
| 2025 | $ 95,561 |
| 2026 | 95,463 |
| 2027 | 94,618 |
| 2028 | 92,964 |
| 2029 | 91,718 |
| Thereafter | 855,410 |
| | $ 1,325,738 |

***Goodwill***

The Company has assigned goodwill to its reporting units based on fair valuation analysis completed for the acquisition of the parent by KKR and from the Company's acquisitions on September 1, 2021, and any subsequent acquisitions.

The changes in the carrying amount of goodwill are as follows:

| | December 31, 2024 | 2023 |
|---|---|---|
| Balance at beginning of period | **$ 1,741,101** | $ 2,154,115 |
| Adjustment to goodwill for unrealized gain/loss on foreign currency | **(1,922)** | 4,577 |
| Goodwill impairment | **-** | (417,591) |
| Balance at end of period | **$ 1,739,179** | $ 1,741,101 |

## 5. Equity-based Compensation

In September 2021, Nest Management LP, a co-investor with KKR, created a profits interest plan which provides for profits interest award grants of Nest Holdings LP and its subsidiaries. A total of 202,843,686 profits interests units were approved to be granted under the plan.

On October 27, 2021, and certain dates thereafter, Nest Management LP granted awards under the plan. The profits interests are exercisable only to the extent they are vested, and do not expire. Generally, vesting of a portion of the profits interests (50%) is subject to the passage of time; the remaining (50%) vest based on achievement of defined financial criteria upon a liquidity event of the Company. Based on continuous employment, time-based profits interest units vest 20% annually, for each of five years.

The Company accounts for equity-based compensation in accordance with ASC 718, Compensation-Stock Compensation, which requires the fair value of equity-based payments to be recognized in the consolidated statements as compensation expense over the requisite service period. For time-based awards, compensation expense is recognized on a straight-line basis, net of forfeitures which

are recognized as they occur, over the requisite service period for awards that actually vest. For performance-based awards, compensation expense is estimated based on

achievement of performance conditions and is recognized over the requisite service period for awards that actually vest. Equity-based compensation expense is recorded in the equity-based compensation line in the consolidated statements of operations.

The average grant date fair value of awards under the Nest Management LP profits interest plan was determined using Monte-Carlo simulation, and was $0.36 per unit for awards in the years ended December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023 no units were both vested and exercisable.

Equity-based compensation expense recorded for the years ended December 31, 2024 and 2023 was $3,130 and $4,194, respectively. As of December 31, 2024, unamortized stock compensation expense to be recognized in future years was $9,707.

| | Number of Underlying Units |
|---|---|
| Outstanding – December 31, 2022 | 138,245,959 |
| Granted | 16,124,890 |
| Forfeited | (32,158,970) |
| Redeemed | - |
| Outstanding – December 31, 2023 | 122,211,879 |
| Granted | 48,017,602 |
| Forfeited | (36,223,635) |
| Redeemed | - |
| Outstanding – December 31, 2024 | 134,005,848 |
| Vested and Exercisable – December 31, 2024 | - |

## 6. Trade Notes Receivable

The Company periodically receives notes from the sale of new franchises. The rights to the related franchise territory sold generally collateralize these notes. The Company also from time-to-time receives notes for delinquent franchise service fees. Such notes, as of December 31, 2024 and 2023, bear interest at rates typically ranging from 9% to 12% and generally require equal monthly installments over a life of one to ten years.

A summary of trade notes receivable as of December 31 is as follows:

| | 2024 | 2023 |
|---|---|---|
| Amounts due within one year, net of allowance for credit losses of $1,167 and $464 as of December 31, 2024 and 2023, respectively | **$ 7,776** | $ 9,777 |
| Amounts due after one year, net of allowance for credit losses of $2,105 and $2,155 as of December 31, 2024 and 2023, respectively | **13,577** | 15,894 |
| Total trade notes receivable, net | **$ 21,353** | $ 25,671 |

An analysis of the changes in trade notes receivable is as follows:

| | Year Ended December 31, 2024 | 2023 |
|---|---|---|
| Gross trade notes receivable, beginning of period | **$ 28,290** | $ 30,228 |
| Principal payments received | **(17,660)** | (16,605) |
| Notes issued | **14,978** | 15,243 |
| Net write-offs | **(946)** | (574) |
| Foreign currency translation | **(37)** | (2) |
| Gross trade notes receivable, end of period | **24,625** | 28,290 |
| Allowance for credit losses | **(3,272)** | (2,619) |
| Net trade notes receivable, end of period | **$ 21,353** | $ 25,671 |

An analysis of the changes in the trade notes receivable allowance is as follows:

| | Year Ended December 31, 2024 | 2023 |
|---|---|---|
| Allowance, beginning of period | **$ 2,619** | $ 1,874 |
| Provision for credit losses | **1,600** | 1,303 |
| Net write-offs | **(946)** | (574) |
| Foreign currency translation | **(1)-** | 16 |
| Allowance, end of period | **$ 3,272** | $ 2,619 |

Scheduled future maturities of trade notes receivable are as follows:

| *Years ending December 31,* | |
|---|---|
| 2025 | $ 8,943 |
| 2026 | 5,208 |

| | |
|---|---|
| 2027 | 4,086 |
| 2028 | 2,957 |
| 2029 | 2,011 |
| Thereafter | 1,420 |
| | $ 24,625 |

## 7. Property and Equipment

A summary of property and equipment as of December 31 is as follows:

| | 2024 | 2023 |
|---|---|---|
| Land | **$ 2,561** | $ 1,720 |
| Building and improvements | **36,403** | 31,157 |
| Machinery and equipment | **10,690** | 8,843 |
| Hardware | **8,564** | 6,519 |
| Software | **54,907** | 40,940 |
| Furniture and fixtures | **2,033** | 4,234 |
| Vehicles | **12,151** | 9,428 |
| Vehicles under financing lease | **25,150** | 19,028 |
| Total property and equipment | **152,459** | 121,869 |
| Less accumulated depreciation | **(60,301)** | (32,732) |
| Property and equipment – net | **$ 92,158** | $ 89,137 |

Depreciation expense was $26,846 and $20,219 for the years ended December 31, 2024 and 2023, respectively.

## 8. Leases

The Company's primary operating lease commitments consist of leases for office and retail space for its company-operated stores and corporate offices. The Company leases vehicles under financing lease agreements expiring at various dates through 2029.

We determine whether an agreement contains a lease at inception based on our right to obtain substantially all of the economic benefits from the use of the identified asset and the right to direct the use of the identified asset. The Company does not to recognize a right-of-use asset and a lease liability for leases with an initial term of twelve months or less. Lease liabilities represent the present value of future lease payments and the right-of-use (ROU) assets represent our right to use the underlying assets for the respective lease terms. The Company does not separate lease and non-lease components for new and modified leases after the adoption date, and instead accounts for each separate lease component of a contract and its associated non-lease components as a single lease component.

The operating lease liability is measured as the present value of the unpaid lease payments and the ROU asset is derived from the calculation of the operating lease liability. Other than for leased vehicles, our leases do not generally provide an implicit rate and we use our incremental borrowing rate as the discount rate to calculate the present value of lease payments. The incremental borrowing rate represents an estimate of the interest rate that would be required to borrow over a similar term, on a collateralized basis in a similar economic environment.

Rent escalations occurring during the term of the leases are included in the calculation of the future minimum lease payments and the rent expense related to these leases is recognized on a straight-line basis over the lease term. In addition to minimum lease payments, certain leases require payment of a proportionate share of real estate taxes and certain building operating expenses allocated on a percentage of sales in excess of a specified base. These variable lease costs are not included in the measurement of the ROU asset or lease liability due to unpredictability of the payment amount and are recorded as lease expense in the period incurred. The ROU asset is adjusted to account for previously recorded lease-related expenses such as deferred rent and other lease liabilities.

The components of lease cost are as follows (in thousands):

| | December 31, 2024 | 2023 |
|---|---|---|
| Operating lease cost | $ **7,149** | $ 7,855 |
| Variable lease cost | **324** | 272 |
| Finance lease cost: | | |
| Amortization of right-of-use assets | **7,849** | 5,079 |
| Interest on lease obligations | **1,088** | 720 |
| Total lease cost | $ **16,411** | $ 13,926 |

The table below presents additional information related to the Company's leases:

| | December 31, 2024 | 2023 |
|---|---|---|
| Weighted average remaining lease term (in years): | | |
| Operating leases | **5.1** | 5.2 |
| Finance leases | **2.5** | 3.2 |
| Weighted average discount rate: | | |
| Operating leases | **4.2**% | 3.4% |
| Finance leases | **6.3**% | 6.1% |

Other information related to leases, including supplemental disclosures of cash flow information, is as follows (in thousands):

| | For the Years Ended December 31, 2024 | 2023 |
|---|---|---|
| Cash paid for amounts included in the measurement of lease liabilities: | | |
| Operating cash flows from operating leases | **$ 7,359** | $ 7,857 |
| Operating cash flows from finance leases | **861** | 572 |
| Financing cash flows from finance leases | **4,749** | 3,455 |
| Right-of-use assets obtained in exchange for operating lease liabilities | **1,876** | 2,620 |

Maturities of lease liabilities are as follows as of December 31, 2024 (in thousands):

| Years ending December 31, | Operating leases | Finance leases | Total |
|---|---|---|---|
| 2025 | $ 6,132 | $ 6,692 | $ 12,823 |
| 2026 | 5,057 | 6,941 | 11,998 |
| 2027 | 3,423 | 2,854 | 6,277 |
| 2028 | 2,902 | 1,134 | 4,035 |
| 2029 | 2,029 | 210 | 2,240 |
| Thereafter | 4,089 | - | 4,089 |
| Total lease payments | $ 23,631 | $ 17,831 | $ 41,462 |
| Less: Interest | 2,591 | 1,612 | 4,203 |
| Total lease liabilities | $ 21,040 | $ 16,219 | $ 37,258 |
| Less: Current lease liabilities | 5,401 | 5,941 | 11,342 |
| Non-current lease liabilities | $ 15,639 | $ 10,278 | $ 25,917 |

Rent expense for operating leases was $7,149 for the year ended December 31, 2024. Total lease cost was $16,411 for the year ended December 31, 2024, including finance lease costs and variable lease costs. Rent expense for operating leases was $7,855 for the year ended December 31, 2023. Total lease cost was $13,926 for the year ended December 31, 2023, including finance lease costs and variable lease costs.

## 9. Income Taxes

The income tax benefit is as follows:

| For the years ending December 31, | 2024 | 2023 |
|---|---|---|
| Current: | | |
| Federal | **$ 10,911** | $ 16,845 |
| State | **2,002** | 2,958 |
| Foreign | **(202)** | 766 |
| Total current | **12,710** | 20,569 |
| Deferred: | | |
| Federal | **(18,525)** | (32,983) |
| State | **(979)** | (5,619) |
| Foreign | **(1,147)** | (5,757) |
| Total deferred | **(20,651)** | (44,359) |
| Total income tax benefit | **$ (7,941)** | $ (23,790) |

A reconciliation of the income tax benefit at statutory rates to the income tax benefit at effective is as follows:

| For the years ending December 31, | 2024 | 2023 |
|---|---|---|
| Federal income taxes at statutory rate | **$ (9,882)** | $ (97,180) |
| State taxes | **602** | (3,282) |
| Permanent differences | **1,452** | 77,266 |
| Foreign currency adjustment | **6** | 55 |
| Tax rate change | **-** | (258) |
| Deferred balance adjustment | **63** | 1,653 |
| Tradename sale to SPV | **-** | (914) |
| Other NOL | **29** | - |
| Payables adjustment | **(1,581)** | (1,130) |
| Other | **1,370** | - |
| Total income tax benefit | **$ (7,941)** | $ (23,790) |

The Company's effective income tax rate is 16.87% and 5.14% for the years-ended December 31, 2024 and 2023, respectively. The Company's overall global effective income tax rate differs from the statutory US Federal income tax rate of 21.00% due to state income taxes and the state income

tax rate change applied to the Company's net US deferred tax liabilities, , and adjustments to the beginning of the tax period accounts.

The components of deferred income tax assets and liabilities as of December 31 are as follows:

| | 2024 | 2023 |
|---|---|---|
| Deferred tax assets: | | |
| Accounts receivable allowance | $ 777 | $ 540 |
| Accrued expenses | 439 | 1,670 |
| Notes receivable allowance | 794 | 820 |
| Net operating loss carryforwards | 599 | 513 |
| Interest expense limitation | 43,200 | 32,083 |
| Deferred revenue | 15,342 | 13,850 |
| Operating lease liability | 4,669 | 6,569 |
| Other | 3,358 | 3,423 |
| Total deferred tax assets | 69,178 | 59,468 |
| Deferred tax liabilities: | | |
| Prepaid expenses | (1,052) | (562) |
| Property and equipment | (10,093) | (8,946) |
| Intangible assets and goodwill | (250,731) | (263,703) |
| Interest rate swap | (6) | (6) |
| Operating lease right-of use assets | (5,007) | (6,845) |
| Other | (1,927) | (186) |
| Total deferred tax liabilities | (268,816) | (280,248) |
| Net deferred tax liabilities | $ (199,638) | $ (220,780) |

For the periods ended December 31, 2024 and 2023, no change was recorded for uncertain tax provisions, and the balance was ($641). As of December 31, 2024, no interest or penalty has been accrued or recognized by the Company related to ASC 740-10 Income Taxes.

The Company reported net operating losses in the following jurisdictions as of December 31:

| Jurisdiction | | **2024** | | 2022 | Expiration |
|---|---|---|---|---|---|
| US Federal | **$** | **-** | $ | - | Indefinite |
| US State | | **17,100** | | 17,085 | Various |
| United Kingdom | | **-** | | - | Indefinite |
| Germany | | **-** | | - | Indefinite |
| Austria | | **-** | | - | Indefinite |
| Canada | | **-** | | 91 | 20 Years |
| Total | **$** | **17,100** | $ | 17,176 | |

The Company files a US consolidated federal income tax return for Nest Holdings, Inc. and Subsidiaries which includes Neighborly Company. State returns are filed on either a separate company or consolidated return basis. The company also files separate returns where required for the various LLC entities. The Company's subsidiaries file income tax returns in Canada, Germany, the UK and Austria.

The Company files US state income tax returns in nearly every state in the US. Many of the state return filings reflect net operating loss carryovers computed on a post-apportionment basis, while several states compute operating loss carryovers on a pre-apportionment basis. The US state income tax effect of the net operating loss carryforwards, net of federal income tax, amounted to $1,048 and $938 at December 31, 2024 and 2023, respectively. The state net operating losses have varying carryover periods. The Company expects to fully utilize all net operating loss carryovers prior to expiration.

The Company has no current or pending IRS examinations. US Federal income tax returns for years ended August 31, 2021, December 31, 2021, December 31, 2022, and December 31, 2023 remain open for examination. State income tax returns remain open for similar years, and several states having a longer statute remain open for examination. The Company has timely filed all federal and state income tax returns.

The UK entities have no prior or pending tax examinations with HMRC. The UK corporation tax process is one of self-assessment. Following filing of the tax return, HMRC has a period of (usually) 12 months in which to raise formal inquiries. These can range from simple information requests to detailed technical challenges over treatments adopted in the tax return. HMRC has made no requests. The December 31, 2023, corporate tax returns remain open for examination. The UK entities have timely filed all corporate income tax returns.

The German entities are currently under review by the BZSt. The statute of limitations for examination is four (4) years from the end of the year in which the return was filed. Tax returns for years ended December 31, 2020, and forward remain open for examination. The German entities have timely filed all corporate income tax returns.

The US and foreign entities operate under transfer pricing agreements that control the pricing of intercompany management services, interest and royalties.

The Company has both the intent and ability to reinvest foreign earnings, therefore deferred tax liabilities have not been recorded on either unremitted earnings, components of other comprehensive income, or applicable foreign withholding taxes.

## 10. Related Party Transactions

On September 1, 2021, a Monitoring Agreement was entered into with Kohlberg Kravis Roberts & Co and Harvest Partners under which the Company will pay certain fees and expenses under the terms of the Monitoring Agreement. For the years ended December 31, 2024 and 2023, the Company recognized management and board fees and expenses of $3,641 and $4,638, respectively, in the Management and board fees and expenses line item in the Company's consolidated statements of operations. Additionally, the Company paid $750 to a related party in the year ended December 31, 2024 for services related to the 2024 VFN Facility. These costs are included in general and administrative expenses on the Consolidated Statement of Operations.

## 11. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in FASB ASC Topic 450, Contingencies. Accordingly, no liabilities have been accrued for these matters as of December 31, 2024 and 2023. Management believes that the outcome of such matters will not have a material effect on the Company's consolidated financial statements.

## 12. Employee Benefit Plan

The Company sponsors a 401(k) plan covering the majority of its employees. Plan participants may contribute up to 70% (subject to Internal Revenue Service limitations) of their annual compensation before taxes for investment in several specified alternatives. Employees are fully vested with respect to their contributions. The Company may match a percentage of employee contributions as determined at the discretion of the Board of Directors. Company contributions recognized totaled $2,939 and $2,599 for the years ended December 31, 2024, and 2023, respectively.

## 13. Subsequent Events

In preparation of its financial statements, the Company considered subsequent events through March 31, 2024, which was the date the Company's financial statements were available to be issued.

# EXHIBIT D

# PARENT GUARANTEE

GUARANTEE OF PERFORMANCE

For value received, NEIGHBORLY ASSETCO LLC, a Delaware limited liability company (the "Guarantor"), located at 1010 North University Parks Drive, Waco, Texas 76707, absolutely and unconditionally guarantees to assume the duties and obligations of **Real Property Management SPV LLC, a Delaware limited liability company, located at 1010 North University Parks Drive, Waco, Texas 76707** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Waco, Texas on the __2nd__ day of ____April_____, 2026.

Guarantor: NEIGHBORLY ASSETCO LLC

By: Malia Gelfo

Malia Gelfo, SVP, Corporate Controller

# EXHIBIT E

**CURRENT FRANCHISEES IN THE UNITED STATES**
**AS OF DECEMBER 31, 2025**

*Note: This list is arranged alphabetically by state and then alphabetically by cities in each state.*

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Alabama | Ussery, Gordon (RPMAL004) | (205) 793-0700 | 4625 Valleydale Road | Birmingham, Alabama 35242 |
| Alabama | Rutledge, Britney Ann, Rutledge, Andrew Bryant: Rutledge Rentals LLC (RPMAL008) | (256) 801-2626 | 2907 Governors Drive SW, Suite B | Huntsville, Alabama 35805 |
| Alabama | Barrett, Wes: REEGM Mobile LLC (RPMAL006) | (251) 345-6224 | 7300 Cottage Hill Road | Mobile, Alabama 36695 |
| Alaska | R. Taggart, Kassandra; C. Boltman, Erik: Real Property Management Last Frontier LLC (RPMAK001) | (907) 268-4779 | 200 W. 34th PMB 1100 | Anchorage, Alaska 99503 |
| Arizona | Messer, Brittany; Jacobsen, F6:F20Tyler: Fogma LLC (RPMAZ014) | (928) 757-7368 | 1953 Highway 95 | Bullhead City, Arizona 86442 |
| Arizona | Messer, Brittany; Jacobsen, Tyler (RPMAZ013) | (928) 757-7368 | 938 E Beale Street | Kingman, Arizona 86401 |
| Arizona | Kamogari, Andrey Keiji; Hooks, Aron William (RPMAZ020) | (602) 368-5730 | 950 E Brown Road | Mesa, Arizona 85203 |
| Arizona | Kamogari, Andrey Keiji; Hooks, Aron William (RPMAZ021) | (480) 981-7000 | 950 E Brown Road | Mesa, Arizona 85203 |
| Arizona | Kamogari, Andrey Keiji; Hooks, Aron William(RPMAZ022) | (480) 981-7000 | 950 E Brown Road | Mesa, Arizona 85203 |
| Arizona | Kamogari, Andrey Keiji; Hooks, Aron William (RPMAZ023) | (480) 981-7000 | 950 E Brown Road | Mesa, Arizona 85203 |
| Arizona | Kersten, Jeffrey Clyde (RPMAZ027) | (480) 681-7709 | 1910 S. Stapley Drive, Suite 221 | Mesa, Arizona 85204 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Arizona | Beeson, Nora: NBJC LLC (RPMAZ015) | (480) 331-6193 | 16165 N. 83rd Avenue | Peoria, Arizona 85382 |
| Arizona | Kamogari, Andrey Keiji; Hooks, Aron William: Samba Properties LLC (RPMAZ017) | (602) 368-5730 | 7330 N. 16th Street, Suite A320 | Phoenix, Arizona 85020 |
| Arizona | Kamogari, Andrey Keiji; Hooks, Aron William: Samba Properties LLC (RPMAZ016) | (602) 368-5730 | 2310 W Mission Lane Unit 4 | Phoenix, Arizona 85021 |
| Arizona | Borchard, Lisa: MFE Inc. (RPMAZ001) | (602) 358-8130 | 20827 N. Cave Creek Road, Suite 101 | Phoenix, Arizona 85024 |
| Arizona | Tharp, Trevor Scott (RPMAZ024) | (480) 716-5700 | 2550 W. Union Hills Drive, Suite 350 | Phoenix, Arizona 85027 |
| Arizona | Bogdanov, Marymartha: Nalan Properties, LLC (RPMAZ029) | (602) 805-2211 | 4435 E. Chandler Blvd., Suite 200 | Phoenix, Arizona 85048 |
| Arizona | Judd, Erika Noble; Judd, Chet Lee: Real Property Management Rincon, Inc (RPMAZ005) | (520) 829-4500 | 6380 E. Tanque Verde Road | Tucson, Arizona 85715 |
| Arizona | Judd, Erika Noble; Judd, Chet Lee: Real Property Management Rincon Inc. (RPMAZ009) | (520) 829-4500 | 6380 E. Tanque Verde Road | Tucson, Arizona 85715 |
| Arizona | Judd, Erika Noble; Judd, Chet Lee (RPMAZ019) | (520) 883-7368 | 6380 E. Tanque Verde Road, Suite 100 | Tucson, Arizona 85715 |
| Arkansas | Criss III, John Phillip: JPC Property Management Inc. (RPMAR008) | (501) 547-8358 | 1210 Hot Springs Hwy, Suite C | Benton, Arkansas 72019 |
| Arkansas | Underwood, Justin: (RPMAR006) | (479) 242-0791 | 1202 NE McClain Road, Suite 154 | Bentonville, Arkansas 72712 |
| Arkansas | Underwood, Justin: (RPMAR003) | (479) 582-9310 | 4326 N. Waterside Court, Suite 210 & 220 | Fayetteville, Arkansas 72703 |
| Arkansas | Underwood, Justin: RPM Underwood LLC (RPMAR002) | (479) 242-0791 | 1401 S. Waldron Road, Suite 200 | Fort Smith, Arkansas 72903 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Arkansas | Criss, John; Criss, Beverly: John Criss (RPMAR004) | (501) 701-4702 | 707 Pleasant Street | Hot Springs, Arkansas 71901 |
| Arkansas | Jones, Robby: Rjones Property MGT LLC (RPMAR001) | (501) 834-1333 | 7600 Highway 107, Suite F | North Little Rock, Arkansas 72120 |
| Arkansas | Walsh, Christopher: Chris Walsh (RPMAR005) | (501) 404-0674 | 832 HWY 31 | Romance, Arkansas 72136 |
| California | Stein, Leonard Matthew: M5 Optimal, Inc. (RPMCA134) | (949) 391-1019 | 65 Enterprise Fourth Floor | Aliso Viejo, California 92656 |
| California | Rozell, Rylan: Lockhart Investments (RPMCA060) | (661) 379-6923 | 2008 21st Street, Suite 200 | Bakersfield, California 93301 |
| California | Weidner, Michael Kent: Evergreen Peak Ventures, Inc (RPMCA133) | (925) 832-2238 | 3341 Walnut Blvd. Suite 303 | Brentwood, California 94513 |
| California | Cha, David; Cha, Caroline: Valiant Investment Holdings Inc. (RPMCA100) | (818) 233-8789 | 303 North Glenoaks Blvd. Suite 200 | Burbank, California 91502 |
| California | Llamas, Doji (RPMCA019) | (650) 696-1800 | 405 Primrose Road, Suite 208 | Burlingame, California 94010 |
| California | Gangitano, Nicole; Gangitano, Anthony John: DANC Properties, Inc. (RPMCA117) | (951) 916-4328 | 24370 Canon Lake Drive North, Unit 6 | Canyon Lake, California 92587 |
| California | Hill, Victor, Tran, David, Edwards, Jacob, Hill Jr, Victor: The Eighty Three K Group, Inc. (RPMCA135) | (818) 727-0100 | 21000 Devonshire Street, #200 | Chatsworth, California 91311 |
| California | Sanchez, Marc Anthony, Sanchez, Noah James (RPMCA129) | (909) 577-5778 | 4110 Edison Avenue Suite 210, Unit 112 | Chino, California 91710 |
| California | West, Brenda; Godfrey, Barbara: Platinum Coast Inc. (RPMCA092) | (559) 324-9400 | 2565 Alluvial Avenue, Suite 162 | Clovis, California 93611 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| California | West, Brenda; Godfrey, Barbara (RPMCA093) | (559) 324-9400 | 2565 Alluvial Avenue, Suite 162 | Clovis, California 93611 |
| California | Kadar, Thomas Joseph; Carias, Eddy Oswaldo (RPMCA120) | (949) 933-0488 | 3100 Bristol St., Suite 150 | Costa Mesa, California 92626 |
| California | Chan, Patsy (RPMCA118) | (626) 338-6688 | 1370 Valley Vista Drive #200 | Diamond Bar, California 91765 |
| California | Adkins, Michael; Stromberg, Greg: Real Property Management California Coast (RPMCA021) | (310) 535-2150 | 115 Lomita Street | El Segundo, California 90245 |
| California | Sing, Michael; Sing, Angela: Sierra Management LLC (RPMCA123) | (916) 603-3425 | 850 Iron Point Road Suite 106 | Folsom, California 95630 |
| California | Shi, Wenjue: Real Choice Management Inc. (RPMCA085) | (424) 226-1696 | 879 W. 190th Street, Suite 400 | Gardena, California 90248 |
| California | Quiett, Dawania: Dawania Quiett (RPMCA099) | (510) 398-8704 | 966 W. Winton Avenue | Hayward, California 94545 |
| California | Kinsey, Scott William: Hastings Management Inc (RPMCA114A) | (510) 900-4544 | 251 Lafayette Cir #120 | Lafayette, California 94549 |
| California | Truitt, Aaron: Aaron Truitt (RPMCA097) | (925) 495-4953 | 2155 Las Positas Court, Suite O | Livermore, California 94551 |
| California | Williams, Miles: HTW Management Inc. (RPMCA082) | (562) 270-1777 | 3450 E. Spring Street, Suite 209 | Long Beach, California 90806 |
| California | Williams, Miles: HTW Management Inc. (RPMCA104) | (562) 270-1777 | 3450 Spring Street, Suite 209 | Long Beach, California 90806 |
| California | Gomez, Eduardo: Vanguard Investments Corporation (RPMCA128) | (213) 408-0500 | 777 S. Almeda Street Unit 2054 | Los Angeles, California 90021 |
| California | Catani, Mario: Mario Catani (RPMCA101) | (424) 292-2311 | 5900 Wilshire Boulevard, Suite 710 | Los Angeles, California 90036 |
| California | Llama, Doji (RPMCA103) | (415) 404-1544 | 100-B Shoreline Highway Suite 100 | Mill Valley, California 94941 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| California | Quintero, Mario Javier: Kingtero Capital Holdings Inc. (RPMCA127) | (949) 202-1500 | 333 City Blvd West 3rd, Suite 300 | Orange, California 92868 |
| California | Wessel, Allen: Pacific Blue Corp (RPMCA052) | (661) 266-1400 | 1113 W. Avenue M4, Suite D | Palmdale, California 93551 |
| California | White, David; White, Paul: DWCU Management Inc. (RPMCA058) | (626) 600-2884 | 758 E. Colorado Boulevard, Suite 209 | Pasadena, California 91101 |
| California | Thankappan, Thilak; Thilak, Kalyani: Bluepeak Cove Corporation (RPMCA130) | (925) 400-9295 | 6200 Stoneridge Mall Road | Pleasanton, California 94588 |
| California | Rozell, Rylan: Lockhard Investments (RPMCA089) | (559) 746-9030 | 295 W. Henderson Avenue | Porterville, California 93257 |
| California | Kadar, Thomas Joseph; Carias, Eddy Oswaldo (RPMCA119) | (951) 530-1600 | 4037 Merrill Avenue | Riverside, California 92506 |
| California | Madore, Robert Gordon: Agile Investments, Inc. (RPMCA109) | (949) 503-5300 | 100 Avenida La Pata, Suite 200 | San Clemente, California 92673 |
| California | Glasser, Steven (RPMCA086) | (858) 997-2100 | 1455 Frazee Road, Suite 500 | San Diego, California 92108 |
| California | Glasser, Steven: Realevate Specialists (RPMCA090) | (858) 997-2100 | 41593 Winchester Road, Suite 200 | San Diego, California 92108 |
| California | Glasser, Steven (RPMCA094) | (858) 260-1572 | 1455 Frazee Road, Suite 500 | San Diego, California 92108 |
| California | Glasser, Steven (RPMCA095) | (951) 461-0100 | 1455 Frazee Road, Suite 500 | San Diego, California 92108 |
| California | Llamas, Doji: Mardolla Group Inc. (RPMCA064) | (415) 989-2000 | 1160 Battery St, #100 | San Francisco, California 94111 |
| California | Llamas, Doji (RPMCA0112) | (408) 526-0900 | 2033 Gateway Place, Ste. 500 | San Jose, California 95110 |
| California | Milligan, Roger Craig; Carlos, Pamala Sue: RYLO Capitol (RPMCA126) | (925) 658-5755 | 2010 Crow Canyon Place, Suite 100 | San Ramon, California 94583 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| California | Wessel, Allen: Pacific Blue (RPMCA098) | (661) 266-1400 | 18984 Soledad Canyon Road | Santa Clarita, California 91351 |
| California | McShan II, Edward Dean: McShan Ward-Roston Enterprises Inc (RPMCA122) | (310) 907-5646 | 2450 Colorado Ave. 100E | Santa Monica, California 90404 |
| California | Golovin, George; Golovin, Yuliana: YGG Investments, LLC (RPMCA078) | (818) 905-7306 | 15130 Ventura Blvd. Ste. # 206 | Sherman Oaks, California 91403 |
| California | White, Paul; White, David: DWCU Management, Inc (RPMCA102) | (626) 600-2884 | 2665 First Street, Suite 250 | Simi Valley, California 93065 |
| California | Wood, Kristin Rae, Wood, Andrew Robert (RPMCA132) | (806) 626-8228 | 1300 Eastman Ave, Unit 105 | Ventura, California 93003 |
| California | Chan, Patsy: Fairmate, Inc. (RPMCA087) | (626) 338-6688 | 1521 W Cameron Avenue, Suite 230 | West Covina, California 91790 |
| Colorado | Bacheller, Gregory (RPMCO002) | (303) 873-7368 | 7222 Commerce Center Drive, Suite 220 | Colorado Springs, Colorado 80919 |
| Colorado | Bacheller, Gregory (RPMCO003) | (719) 471-7368 | 7222 Commerce Center Dr, Suite 220 | Colorado Springs, Colorado 80919 |
| Colorado | Bacheller, Gregory: Real Property Management Colorado LLC (RPMCO001) | (303) 327-5650 | 3600 S. Yosemite Street, Suite 120 | Denver, Colorado 80237 |
| Colorado | Case, Samuel: TJB Partners, Inc. (RPMCO010) | (970) 658-0410 | 1220 Oak Park Drive, Ste. 120 | Fort Collins, Colorado 80525 |
| Colorado | Bacheller, Gregory: (RPMCO009) | (970) 400-7368 | 1635 Foxtrail Dr. Suite 225 | Loveland, Colorado 80538 |
| Colorado | Dickerson, Slane; Dickerson, Lesha Christine: Sandl's Venture LLC (RPMCO011) | (719) 948-8155 | 421 North Main Street, Suite #306 | Pueblo, Colorado 81003 |
| Colorado | Bacheller, Gregory: (RPMCO005) | (303) 873-7368 | 12110 Pecos Street, Suite 100 | Westminster, Colorado 80234 |
| Connecticut | Dupervil, Paul: RPM Southern CT LLC (RPMCT002) | (203) 821-7303 | 1814 Dixwell Avenue | Hamden, Connecticut 6514 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Connecticut | Briggs, Thomas: RPM Greater New London (RPMCT003) | (860) 953-2130 | 11 Main Street | Mystic, Connecticut 6355 |
| Connecticut | Briggs, Thomas: Perthshire LLC (RPMCT001) | (860) 436-9955 | 705 North Mountain Road, Suite G105 | Newington, Connecticut 6111 |
| Connecticut | Dupervil, Paul: Ambassador Property Group LLC (RPMCT005) | (203) 821-7303 | 40 Richards Avenue, 3rd Floor, Suite 3 | Norwalk, Connecticut 6854 |
| Delaware | Mikkelsen, Nancy; Mikkelsen, Morten: Keyboard Holdings, Inc. (RPMDE002) | (302) 313-7700 | 17527 Nassau Commons Boulevard, Suite 205 | Lewes, Delaware 19958 |
| District of Columbia | McKellar, Brandon James (BJ); McKellar, Nicole (RPMDC003) | (301) 547-9003 | 4301 50th Street NW | Washington, DC, District of Columbia 20016 |
| District of Columbia | McKellar, Brandon James (BJ): Brandon McKellar (RPMDC001) | (202) 269-0303 | 2828 10th Street N.E. #3 | Washington, District of Columbia 20017 |
| Florida | Aranibar, Jaime Ernesto: Paradise Dreams Capital, LLC (RPMFL059) | (786) 206-8611 | 20801 Biscayne Blvd. Ste 101 | Aventura, Florida 33180 |
| Florida | Phillips, Emily; Phillips, Marcus: (RPMFL024) | (561) 252-7363 | 2255 Glades Road, Suite 324 A | Boca Raton, Florida 33431 |
| Florida | Johnson, Jason Tirrell, Johnson, Jesiely: Shepherd's Holdings, LLC (RPMFL083) | (941) 557-2527 | 1201 6th Ave. W, Suite 100 | Bradenton, Florida 34205 |
| Florida | Adams, Gregory Roger: (RPMFL078) | (941) 313-3373 | 5325 Lena Road Unit 102 | Bradenton, Florida 34211 |
| Florida | Lawrence, Jared; Bersach, Andrew: JAS3 Investments Inc (RPMFL051) | (813) 867-2667 | 1210 Millenium Parkway, Ste. 1017 | Brandon, Florida 33511 |
| Florida | Langston, Dennis; Langston, Diane: Dennis Langston (RPMFL041) | (727) 400-4722 | 1602 Old Coachman Road | Clearwater, Florida 33765 |
| Florida | Charles Anthony Benz: CC Carpe | (407) 378-7611 | 244 Mohawk Road, Suite D | Clermont, Florida 34715 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Diem Corporation (RPMFL079) | | | |
| Florida | Campbell, Lisa; M. Liever, Damon: Liever Property Management and Investments, LLC (RPMFL036) | (321) 610-8022 | 661 Brevard Avenue | Cocoa, Florida 32922 |
| Florida | Farthing, Michael; Farthing, Zahira: Quarter Cent Investments LLC (RPMFL077) | (850) 806-2263 | 114 E. Cedar Ave. Suite #208 | Crestview, Florida 32536 |
| Florida | McCrary, Earl: Jerald-Jade Enterprise Inc. (RPMFL013) | (386) 227-5777 | 1700 S Ridgewood Avenue | Daytona Beach, Florida 32119 |
| Florida | O'Hara De Fuedis, Christian Bernard; Barrera Highdale, Eric: Khumpa Services LLC (RPMFL070) | (239) 790-2840 | 10600 Chevrolet Way, Suite 215 | Estero, Florida 33928 |
| Florida | Colucci, Julian Andrew: Colucci Franchising LLC (RPMFL066) | (954) 708-1222 | 501 East Las Olas Blvd. Suite 200 and 300 | Fort Lauderdale, Florida 33301 |
| Florida | Lepselter, Jack David (RPMFL054) | (973) 747-5629 | 6750 N. Andrews Avenue, Ste. 200 | Ft. Lauderdale, Florida 33309 |
| Florida | Sieber, Matthew Joseph; Nay, Sara Rachel; Dowsett, Mark; Jantsch, John; Heaps, Paul Jason; Heaps, Rebecca: REEGM Fort Meyers LLC (RPMFL071) | (239) 240-8111 | 5237 Summerlin Commons Blvd | Ft. Meyers, Florida 33907 |
| Florida | Henderson, Dan; Henderson, Michelle (RPMFL035) | (352) 854-2221 | 4110 NW 37th Place, Suite B | Gainesville, Florida 32606 |
| Florida | Wilson-Wong, Suzanne Natalie; Wong, Gary Michael (RPMFL058) | (786) 744-5700 | 140 NE 27th Avenue | Homestead, Florida 33033 |
| Florida | Garbacz, Brian: BL Land LLC (RPMFL010) | (904) 572-1220 | 11555 Central Parkway, Suite 803 | Jacksonville, Florida 32224 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Florida | Phillips, Emily; Phillips, Marcus (RPMFL044) | (904) 300-1100 | 10365 Hood Road - Suite 107 | Jacksonville, Florida 32257 |
| Florida | Moore, Matthew Glen: Silver Crest Ventures, Inc (RPMFL082) | (813) 293-7333 | 3815 Morgons Castle Ct. | Land O Lakes, Florida 34638 |
| Florida | Phillips, Emily; Phillips, Marcus (RPMFL043) | (407) 834-7600 | 2170 W. State Road 434, Suite 386 | Longwood, Florida 32779 |
| Florida | Moore, Matthew Glen: Silver Crest Ventures, Inc (RPMFL081) | (813) 293-7333 | 25200 Sawyer Francis Lane, Suite 109 | Lutz, Florida 33559 |
| Florida | M. Liever, Damon; Campbell, Lisa: Liever property Management & Investments LLC (RPMFL007) | (321) 610-8022 | 1600 Sarno Road, Suite 117 | Melbourne, Florida 32935 |
| Florida | de Varona, Carlos: Carlos De Varona (RPMFL030) | (305) 517-3900 | 8000 N.W. 31 Street, Suite 8 | Miami, Florida 33122 |
| Florida | Felice, Ricardo and Bouton, Federika: Miami Metro Property Management Inc (RPMFL057) | (305) 731-2320 | 2857 SW 27th AVE | Miami, Florida 33133 |
| Florida | Cedeno, Pedro: Fidelis Rose Investments Inc. (RPMFL019) | (305) 501-4576 | 12985 SW 130th Ct. Suite 102-1 | Miami, Florida 33186 |
| Florida | Determan, Linda: LD Reinvestments, Inc. (RPMFL076) | (239) 790-5719 | 12250 Tamiami Trail East, Suite 312 | Naples, Florida 34113 |
| Florida | Hering, Ann; Hering, Kristin; Hering, Jay; Hering, Dr. Steve: NW FL Management Group, LLC (RPMFL011) | (850) 916-9500 | 8228 Gulf Blvd. | Navarre, Florida 32566 |
| Florida | Carnes, Joshua: OCALA Property Management LLC (RPMFL072) | (352) 233-7232 | 35 SE 1st Avenue Suite N | Ocala, Florida 34471 |
| Florida | Henderson, Dan; Henderson, Michelle: | (352) 854-2221 | 7870 SW 103rd St. Rd. Suite 201 | Ocala, Florida 34476 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | MM&L Holdings (RPMFL032) | | | |
| Florida | Turlington, Jill; Turlington, Mark: Turlington Investment Group Inc. (RPMFL014) | (813) 445-4600 | 8517 Gunn Hwy, Suite 101 | Odessa, Florida 33556 |
| Florida | Lawrence, Jared; Bersach, Andrew: JAS3 Investments Inc. (RPMFL017) | (407) 982-2000 | 5728 Major Boulevard, Suite 710 | Orlando, Florida 32819 |
| Florida | Msefya, Joseph: Msefya Enterprises LLC (RPMFL065) | (407) 794-7468 | 6900 Tavistock Lakes Boulevard, Suite 400 | Orlando, Florida 32827 |
| Florida | Phillips, Emily; Phillips, Marcus (RPMFL023) | (561) 252-7363 | 3801 PGA Boulevard, Suite 600 | Palm Beach Gardens, Florida 33410 |
| Florida | Sharma, Sonny: Saratel Holdings, LLC (RPMFL029) | (954) 362-5235 | 15800 Pines Boulevard, Suite 336 | Pembroke Pines, Florida 33027 |
| Florida | Jacobs, Cristina; Jacobs, Pierre: Elite Residential Group LLC (RPMFL064) | (772) 251-1169 | 1860 SW Fountainview Blvd. Suite 100 | Port St. Lucie, Florida 34986 |
| Florida | Peltier, Alexis Leedom; Peltier, Robert Lee: Peltier Group Inc. (RPMFL069) | (941) 309-1111 | 5250 17th Street, Suite 106 | Sarasota, Florida 34235 |
| Florida | Michailidis, John: SRQ Services, LLC (RPMFL020) | (941) 225-8183 | 8586 Potter Park Drive, Suite 102 | Sarasota, Florida 34238 |
| Florida | Guirguis, Emmanuel; Strong, Ryan Johnathan: Strong and Guirguis Holdings Corporation (RPMFL068) | (727) 625-4351 | 5666 Seminole Blvd. Suite 104 | Seminole, Florida 33772 |
| Florida | Pannone, Dominic; Pannone, Michael Joseph (RPMFL049) | (727) 279-7779 | 5331 Commercial Way, Suite 114 | Spring Hill, Florida 34606 |
| Florida | Gorski, Elizabeth Ann: NORTHLAKE LLC (RPMFL063) | (904) 417-8988 | 245 Land Grant S, Suite 6 | St. Augustine, Florida 32092 |
| Florida | DeThomas, Deena; Gulick, Elizabeth (RPMFL074) | (727) 202-9077 | 7024 Central Avenue Suite 100 | St. Petersburg, Florida 33707 |

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|---|---|---|---|---|
| Florida | McMurray, John: Future Trac LLC (RPMFL073) | (772) 242-9094 | 2441 SE Dixie Highway | Stuart, Florida 34996 |
| Florida | Patel, Ankit J; Patel, Dipika (RPMFL067) | (813) 698-1001 | 400 N Ashley Drive, Suite 2600 | Tampa, Florida 33602 |
| Florida | Dowsett, Mark; Heaps, Paul Jason: Paul Heaps (RPMFL040) | (813) 445-8280 | 7320 E. Fletcher Avenue, Unit 145 | Tampa, Florida 33637 |
| Florida | Sparks, Dale Allan: Sparks Empire LLC (RPMFL056) | (813) 867-7300 | 2238 Lithia Center Lane | Valrico, Florida 33596 |
| Florida | Phillips, Marcus; Phillips, Emily (RPMFL018) | (561) 252-7363 | 12161 Ken Adams Way,Suite 110 | Wellington, Florida 33414 |
| Florida | Phillips, Emily; Phillips, Marcus: Meco Ventures Inc (RPMFL001) | (561) 252-7363 | 5730 Corporate Way, Suite 120 | West Palm Beach, Florida 33407 |
| Florida | Bersach, Andrew; Lawrence, Jared (RPMFL038) | (863) 877-1078 | 331 W Central Avenue, Suite 240 | Winter Haven, Florida 33880 |
| Florida | Gueli, Steven Salvatore: Sigma Property Management, LLC (RPMFL050) | (407) 681-7802 | 3001 Aloma Avenue, Ste. 213 | Winter Park, Florida 32792 |
| Florida | Lippi, Vivian; Lippi, Roberto: Lippi, LLC (RPMFL045) | (321) 972-6823 | 1401 Town Plaza Court, Suite 2010B | Winter Springs, Florida 32708 |
| Georgia | Nobles, Heather: HNV Asset Management, Inc. (RPMGA027) | (229) 500-0959 | 515 N. Westover Blvd., Suite A-2 | Albany, Georgia 31707 |
| Georgia | Shuster, Russell: A Teamer Enterprises Inc. (RPMGA017) | (404) 905-9455 | 11539 Park Wood Circle, Ste. 105 | Alpharetta, Georgia 30005 |
| Georgia | Canada, Dina; Canada, Elizabeth M.: CIC Property Management LLC (RPMGA003) | (678) 809-3477 | 1282 Dahlgren Lane | Atlanta, Georgia 30316 |
| Georgia | Lane, Stanley Alan: AEN Property Management, LLC (RPMGA021) | (770) 771-6102 | 5 Concourse Parkway, Suite 3000 | Atlanta, Georgia 30328 |

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|---|---|---|---|---|
| Georgia | Reynolds, Heather; Landis, Justin Lee (RPMGA022) | (404) 480-4820 | 2727 Paces Ferry Road SE, Building One, Suite 750 | Atlanta, Georgia 30339 |
| Georgia | Clark, Arvin James: AJC and SKT Corp. (RPMGA031) | (470) 563-1001 | 2302 Parklake Drive, Suite 561 | Atlanta, Georgia 30345 |
| Georgia | Payne, Brandon Keller: 41 North Realty Group. LLC (RPMGA030) | (678) 680-5065 | 913 N Tennessee St #101 | Cartersville, Georgia 30120 |
| Georgia | Arenstam, Paul Gregory: The Philbin Company (RPMGA023) | (678) 552-1915 | 210 Trilith Parkway, Suite 100 | Fayetteville, Georgia 30214 |
| Georgia | Walls Sr., Damond: D4WALLS LLC (RPMGA028) | (470) 870-6652 | 11555 Medlock Bridge Rd. Unit 100 | Johns Creek, Georgia 30097 |
| Georgia | Entinger, Michael: All41 MSE Enterprises, Inc. (RPMGA007) | (678) 835-7255 | 440 S. Perry Street, Suite #4 | Lawrenceville, Georgia 30046 |
| Georgia | Sapp, Megan; Sapp, Benjamin David: SARA Ventures, Inc (RPMGA011) | (478) 257-7055 | 901-A Washington Avenue | Macon, Georgia 31201 |
| Georgia | Collins, Ann: Real Property Management East Cobb (RPMGA005) | (770) 622-5657 | 3535 Roswell Road, Suite 19 | Marietta, Georgia 30062 |
| Georgia | Payne, Brandon Keller, Payne, Lauren Willard: 41 North Realty Group. LLC (RPMGA025A) | (770) 296-0938 | 12655 Birmingham Highway, Suite 30 | Milton, Georgia 30004 |
| Georgia | Savory, Michael Robert: Savory Group, Inc. (RPMGA032) | (678) 999-4696 | 320 S Madison Ave. Suite 303 | Monroe, Georgia 30655 |
| Georgia | Grant, Paul Daniel: G&V LLC (RPMGA018) | (706) 760-7912 | 6682 Alabama Hwy., Suite 151 | Ringgold, Georgia 30736 |
| Georgia | Grizzle, John; Hunter, Beth: Jersey South Real Estate Advisors LLC (RPMGA004) | (678) 765-8383 | 1400 Buford Highway, Suite D-3 | Sugar Hill, Georgia 30518 |
| Georgia | Grizzle, John; Hunter, Beth: Jersey South | (678) 765-8383 | 1400 Buford Highway, Suite D-3 | Sugar Hill, Georgia 30518 |

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|---|---|---|---|---|
| | Real Estate Advisors LLC (RPMGA024) | | | |
| Georgia | Grizzle, John; Hunter, Beth: Jersey South Real Estate Advisors LLC (RPMGA033) | (678) 765-8383 | 1400 Buford Highway, Suite D-3 | Sugar Hill, Georgia 30518 |
| Hawaii | Llamas, Doji: Oahu Property Management LLC (RPMHI008) | (650) 696-1800 | 733 Bishop Street, Suite 2050-C | Honolulu, Hawaii 96813 |
| Hawaii | Pearson, Brian; Pearson, Gina: Island Pros Inc. (RPMHI002) | (808) 240-4750 | 2960 Kalena Street | Lihue, Hawaii 96766 |
| Idaho | McGary, Kirk Tad; McGary, Blenda: PM Nampa LLC (RPMID011) | (208) 960-0660 | 9522 W Fairview Ave. Suite 110 | Boise, Idaho 83704 |
| Idaho | McGary, Kirk Tad; McGary, Blenda (RPMID012) | (208) 494-1800 | 9522 West Fairview Avenue | Boise, Idaho 83704 |
| Idaho | Menzies, Glori Marie: Veritas Enterprises, LLC (RPMID015) | (208) 231-1964 | 1712 E Sherman Ave | Coeur D'Alene, Idaho 83814 |
| Idaho | McGary, Jaron; Durrant, Garret: McRant LLC (RPMID008) | (208) 522-2400 | 2052 Jennie Lee Drive, Suite 5 | Idaho Falls, Idaho 83404 |
| Idaho | McGary, Jaron; Durrant, Garret: PM Pocatello, LLC (RPMID006) | (208) 234-1000 | 511 W. Maple Street | Pocatello, Idaho 83201 |
| Idaho | McGary, Jaron; Durrant, Garret: TFPM, L.L.C. (RPMID014) | (208) 494-1800 | 209 Shoup Avenue West | Twin Falls, Idaho 83301 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL005) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL012) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL013) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL014) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL015) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL016) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL017) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL018) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL019) | (312) 265-0660 | 770 N. LaSalle Avenue, Suite 601 | Chicago, Illinois 60654 |
| Illinois | Filosa, Michelle; Giannini, Anthony: Suburban Property Management of Chicago LLC (RPMIL002) | (847) 455-9500 | 2940 Commerce Street | Franklin Park, Illinois 60131 |
| Illinois | Giannini, Anthony; Filosa, Michelle: Suburban Property Management of Chicago LLC (RPMIL021) | (773) 904-7700 | 2940 Commerce Street | Franklin Park, Illinois 60131 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JCapital Partners Inc. (RPMIL006) | (847) 737-4800 | 2815 Forbs Avenue, Suite 107 | Hoffman Estates, Illinois 60192 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JMP Real Estate Services Inc. (RPMIL007) | (630) 427-2200 | 450 E. 22nd Street, Suite 223 | Lombard, Illinois 60148 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL011) | (312) 265-0660 | 9439 W. 144th Place | Orland Park, Illinois 60462 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL010) | (630) 393-1300 | 1460 Renaissance Drive, Suite 308 | Park Ridge, Illinois 60068 |
| Illinois | Pritchard, Shawn Austin: Early Bird Property Management, LLC (RPMIL023) | (815) 516-5065 | 555 South Perryville Road, Suite 119 | Rockford, Illinois 61108 |
| Illinois | Bhimji, Zeeshan; Ali, Sohail: JNZ Investments, LLC (RPMIL008) | (630) 393-1300 | 4320 Winfield Road, Suite 200 | Warrenville, Illinois 60555 |
| Illinois | Volle, Darren R.: Solid Square, LLC (RPMIL022) | (217) 789-1541 | 700 South Grand Ave. | West Springfield, Illinois 62704 |
| Indiana | Brett Michael Stamper: JBStamper LLC (RPMIN013) | (317) 218-7800 | 7230 Arbuckle Commons Suite 232 | Brownsburg, Indiana 46112 |
| Indiana | Lulinski, Adam: ATL Property Management Services Inc. (RPMIN004) | (219) 525-1277 | 1171 Breuckman Drive, Suite D | Crown Point, Indiana 46307 |
| Indiana | Sander, Chad: New Thing Begun LLC (RPMIN009) | (812) 461-1676 | 1322 E. Division Street | Evansville, Indiana 47711 |
| Indiana | Stamper, Brett; Stamper, Jordan: JBStamper LLC (RPMIN014) | (317) 484- 8444 | 201 North Illinois Street, 16th Floor-South Tower | Indianapolis, Indiana 46204 |
| Indiana | Carpenter, Todd Eugene: CTEC Investments LLC (RPMIN012) | (317) 219-4363 | 9595 Whitley Drive | Indianapolis, Indiana 46240 |
| Indiana | Raef, Stephanie Nicole: Opes Ventures, LLC (RPMIN016) | (219) 786-3330 | 259 Indiana Avenue, Suite 44 | Valparaiso, Indiana 46383 |
| Indiana | Bammerlin, Christopher Neil: Bammerlin Property Group, Inc (RPMIN015) | (574) 385-9995 | 1130 E Winona Avenue | Warsaw, Indiana 46580 |
| Indiana | Bammerlin, Christopher Neil: Bammerlin Property Group, Inc (RPMIN017) | (574) 527-7895 | 6239 W 100 S | Warsaw, Indiana 46580 |

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|---|---|---|---|---|
| Iowa | Kattenberg, Joshua Dean (RPMIA002) | (605) 214-5633 | 4700 E. 61st Street | Sioux Falls, South Dakota 57103 |
| Iowa | De Bruin, Dylan; Schabuch, Joseph: Joseph Schafbuch (RPMIA001) | (515) 251-8200 | 2545 106th Street | Urbandale, Iowa 50322 |
| Kansas | Wolfe, Justin Edward: WF Property Group, Inc. (RPMKS005) | (913) 712-4470 | 110 N. Cherry St. Suite 225 | Olathe, Kansas 66061 |
| Kansas | Bownds, Deborah; Bownds, Rodney: Log Cabin Legacy LLC (RPMKS006) | (913) 782-0560 | 11501 Outlook Street, Ste. 440 | Overland Park, Kansas 66211 |
| Kansas | Underwood, Justin: (RPMKS003) | (316) 337-5602 | 355 N. Waco Ave., Suite 230 | Witchita, Kansas 67202 |
| Kentucky | Ritchie, Dan: Consecrated Services, Inc. (RPMKY005) | (859) 684-2054 | 1908 Bryant Road, Suite 250 | Lexington, Kentucky 40509 |
| Kentucky | Thompson, Michelle; Thompson, Sam: RPM Midwest LLC (RPMKY003) | (502) 290-9319 | 101 North 7th Street | Louisville, Kentucky 40202 |
| Louisiana | Leroux, Lance; Soulier, Justin: Bilco Properties LLC (RPMLA004) | (225) 389-6860 | 5637 Superior Drive, Suite B-3 | Baton Rouge, Louisiana 70816 |
| Louisiana | Leroux, Lance; Soulier, Justin: Bilco Properties LLC (RPMLA002) | (225) 389-6860 | 7450 Antioch Road | Baton Rouge, Louisiana 70817 |
| Louisiana | Legar, Merrie: Leger Investments, LLC (RPMLA001) | (337) 769-6916 | 114 Curran Lane | Lafayette, Louisiana 70506 |
| Louisiana | Duncan, Bessie; Duncan, Billy: BR & BC Duncan Inc. 401k Profit Sharing Plan (RPMLA003) | (225) 570-8739 | 1210 Independence Blvd., Suite A | Zachary, Louisiana 70791 |
| Maine | Wu, Man Wun: Coastal Realty Management LLC (RPMME002) | (207) 550-0776 | 400 Congress Street, Suite 300 | Portland, Maine 4101 |
| Maryland | Truong, Alan V.; Chia, James K.: Alan Truong/James Chia (RPMMD011) | (443) 990-0011 | 145 W. Ostend Street Ste. 424 | Baltimore, Maryland 21230 |

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|---|---|---|---|---|
| Maryland | Hooda, Suleman: 786 Property Management, Inc (RPMMD007) | (410) 695-4701 | 8100 Sandpiper Circle, Suite 108F | Baltimore, Maryland 21236 |
| Maryland | Hooda, Suleman: 786 Property Management, Inc (RPMMD008) | (410) 695-4701 | 8100 Sandpiper Circle, Suite 108F | Baltimore, Maryland 21236 |
| Maryland | McKellar, Nicole; McKellar, Brandon James (BJ): Blue Phase LLC (RPMMD002) | (410) 290-3285 | 10015 Old Columbia Road, Suite B215 | Columbia, Maryland 21046 |
| Maryland | McKellar, Brandon James (BJ); McKellar, Nicole (RPMMD010) | (410) 290-3285 | 3545 Ellicott Mills Drive | Ellicott City, Maryland 21043 |
| Maryland | Anthony Vertucci, Ryan: The Ryan A. Vertucci Revocable Trust (RPMMD009) | (301) 392-2172 | 22099 Three Notch Road, Suite 111 | Lexington Park, Maryland 20653 |
| Maryland | Houston, Taylor; Houston, Lila; Houston SR., Augustus; Houston JR., Augustus Leon: ALTA Property Services, Inc. (RPMMD012) | (410) 832-3138 | 1300 York Road, Suite 324-A | Lutherville Timonium, Maryland 21093 |
| Maryland | Lowe, Nikole Lezley; Patel, Rajiv Kantilal; Richardson, Carla Ann: PLR, LLC (RPMMD014) | (410) 442-6589 | 1829 Reisterstown Road, Suite 350 | Pikesville, Maryland 21208 |
| Maryland | Hooda, Suleman: 786 Property Management, Inc (RPMMD004) | (301) 869-5001 | 7361 Calhoun Place, Suite 565 | Rockville, Maryland 20855 |
| Maryland | Hooda, Suleman: 786 Property Management, Inc (RPMMD005) | (301) 869-5001 | 7361 Calhoun Place, Suite 565 | Rockville, Maryland 20855 |
| Maryland | Anthony Vertucci, Ryan: The Ryan A. Vertucci Revocable Trust (RPMMD013) | (240) 607-6100 | 2255 Crain Highway, Suite 102 | Waldorf, Maryland 20601 |

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|---|---|---|---|---|
| Maryland | Hoff, David Paul: Hoff Solutions, Inc. (RPMMD015) | (443) 709-8115 | 909 Baltimore Blvd. Suite 105 | Westminster, Maryland 21157 |
| Massachusetts | Grenier, Shawn Scott: Priority Real Estate Management LLC (RPMMA011) | (978) 998-8114 | 100 Cummings Center, Suite 207-P, Office 247 | Beverly, Massachusetts 1915 |
| Massachusetts | Hunt, John; Wells, Ana: Next Page LLC (RPMMA007) | (617) 522-0099 | 1570 Tremont Street | Boston, Massachusetts 2120 |
| Massachusetts | Anderson, Glyn; Anderson, Janeen: Janeen Anderson & Glyn Anderson (RPMMA008) | (617) 299-2342 | 245 First Street, 18th Floor | Cambridge, Massachusetts 2142 |
| Massachusetts | Mimoso, Michael: Merecam Industries, LLC (RPMMA009) | (908) 239-7579 | 634 State Road, Suite J | Dartmouth, Massachusetts 2747 |
| Massachusetts | Pelletier, Scott Daniel: Unionville Property Management LLC (RPMMA014) | (508) 722-7999 | 35 Parkwood Drive, Suite 100 | Hopkinton, Massachusetts 1748 |
| Massachusetts | Lacroix, Matthew Kenneth: Golden Cross Brands Inc. (RPMMA010) | (413) 514-0050 | 100 Moody Street | Ludlow, Massachusetts 1056 |
| Massachusetts | Myers, David: Dave Myers (RPMMA004) | (508) 408-8100 | 154 East Central Street, Suite 205 | Natick, Massachusetts 1760 |
| Massachusetts | Olson, Kimberlee April: (RPMMA013) | (413) 418-9600 | 118 Elm Street | Pittsfield, Massachusetts 1201 |
| Massachusetts | Glasgow, Michael: Michael Glasgow (RPMMA003) | (508) 329-6000 | 80-B Turnpike Road | Westborough, Massachusetts 1581 |
| Massachusetts | Duffy, Jim: Premier Property Management Solutions Inc. (RPMMA012) | (508) 509-4485 | 293 Libby Industrial Parkway #650, Box 13 | Weymouth, Massachusetts 2189 |
| Michigan | Shepard, Scott Joseph Mark Edward: Huron Center Mamagement, LLC (RPMMI025) | (734) 288-8211 | 201 S. 1st Street | Ann Arbor, Michigan 48104 |
| Michigan | Coleman, Michael Scott: Coleman Enterprises LLC (RPMMI022) | (616) 558-9148 | 395 100th St SW | Byron Center, Michigan 49315 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Michigan | Rassas, Neil Salim: Lily Rose iris Synergy, LLC (RPMMI020) | (248) 764-3119 | 19855 Garrison Place West Outer Banks Drive, Suite 110 | Dearborn, Michigan 48124 |
| Michigan | Ban, Richard Frank; Shepard, Scott Joseph Mark Edward (RPMMI019) | (248) 905-1246 | 453 Forest Avenue, Suite 1 | Detroit, Michigan 48201 |
| Michigan | Bitel, Craig Steven: Property Management Advantage Inc (RPMMI018) | (248) 554-1010 | 429 Livernois Suite #204 | Ferndale, Michigan 48220 |
| Michigan | Sorric, Christopher Robert: Sorric Incorporated (RPMMI024) | (269) 888-5717 | 131 S. Main Street, Suite #5 | Plainwell, MI, Michigan 49080 |
| Michigan | Abro, Elizabeth; Gharib (Abro), Michelle, Abro, Jennifer: Jennifer Abro (RPMMI014) | (586) 992-6419 | 872 E. Auburn Road | Rochester Hills, Michigan 48307 |
| Michigan | Heaps, Paul Jason: Southwest Michigan Property Management, LLC (RPMMI009) | (269) 983-7764 | 815 Main Street | St. Joseph, Michigan 49085 |
| Michigan | Hurley, Jeff: JWH Property Management, LLC (RPMMI021) | (248) 808-6550 | 570 Kirts Blvd., Suite 229 | Troy, Michigan 48084 |
| Michigan | Proux, Zachary Samuel: Proux Properties, LLC (RPMMI023) | (616) 808-3088 | 1850 44th Street SW | Wyoming, Michigan 49519 |
| Minnesota | Boyer, Josh: Josh Boyer (RPMMN004) | (320) 460-7474 | 1417 Broadway St, Suite 3 | Alexandria, Minnesota 56308 |
| Minnesota | Fitterer, Taylor; Schwendeman, Chad James: TJF Property Management, LLC (RPMMN003) | (218) 454-7368 | 7153 Forthun Road, Suite 140 | Baxter, Minnesota 56425 |
| Minnesota | Scribante, John Hallas: Xpace, LLC (RPMMN006) | (612) 915-0100 | 1213 Mainstreet | Hopkins, Minnesota 55343 |
| Minnesota | Bartlett, Richard Allan: Athiri LLC (RPMMN009) | (612) 688-0888 | 8530 Eagle Point Boulevard, Suite 100 | Lake Elmo, Minnesota 55042 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Minnesota | Heller, Peter Lucas: Heller Property Services LLC (RPMMN008) | (952) 900-1717 | 8170 Old Carriage Court N, Suite 200, | Shakopee, Minnesota 55379 |
| Missouri | Butler, Scott: SCM Ventures, LLC (RPMMO016) | (573) 615-0809 | 2909 Falling Leaf Lane - F | Columbia, Missouri 65201 |
| Missouri | French, Adelaide; Underwood, Justin (RPMMO013) | (417) 220-4102 | 2902 Arizona Avenue | Joplin, Missouri 64804 |
| Missouri | Bownds, Deborah; Bownds, Rodney: Log Cabin Legacy LLC (RPMMO009) | (816) 207-0750 | 680 SE Bayberry Lane, Ste. 101 | Lee's Summit, Missouri 64063 |
| Missouri | Bina, Jeffery Edward: Bina Enterprises, Inc. (RPMMO010) | (636) 542-8852 | 1001 Boardwalk Springs Place. Suite 111 | O'Fallon, Missouri 63368 |
| Missouri | Lewis, Franklin Joseph: KC Property Ventures, Inc. (RPMKS004) | (816) 890-9800 | 1223 Branch St. Suite 3 | Platte City, Missouri 64079 |
| Missouri | French, Adelaide; Underwood, Justin (RPMMO012) | (417) 220-4100 | 3271 E. Battlefield Rd., Suite 260 | Springfield, Missouri 65804 |
| Missouri | Cross Jr, Nathan: Endeavor Property Solutions, LLC (RPMMO011) | (636) 244-5959 | 2705 St. Peters-Howell Road | St. Peters, Missouri 63376 |
| Montana | Thayne, Stacie Morgan; Thayne, Weston Mark (RPMMT004) | (406) 586-2226 | 1174 Stoneridge Drive, Suite 213 | Bozeman, Montana 59718 |
| Montana | Child, Robert; Child, Tara: Child Properties LLC. (RPMMT001) | (406) 360-2792 | 1920 North 1st Street | Hamilton, Montana 59840 |
| Montana | Burbank, Brenton: Brenton Burbank (RPMMT002) | (406) 996-1196 | 2685 Airport Road | Helena, Montana 59601 |
| Montana | Rozell, Rylan: Bliston Heritage, LLC (RPMMT005) | (406) 309-6602 | 325 Central Avenue, Unit C | Whitefish, Montana 59937 |
| Nebraska | Lozinsky, Sergey: Dignity Services PC (RPMNE009) | (860) 914-8100 | 900 South 74th Plaza, Suite 301 | Omaha, Nebraska 68137 |
| Nebraska | Lozinsky, Sergey: Dignity Services PC (RPMNE010) | (860) 914-8100 | 14245 South Street | Omaha, Nebraska 68137 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Nebraska | Lozinsky, Sergey: Dignity Services PC (RPMNE011) | (860) 914-8101 | 14245 South Street | Omaha, Nebraska 68137 |
| Nevada | Patchin, Thomas A.: To and Fro Inc. (RPMNV013) | (702) 848-2509 | 1180 North Town Center Drive Suite 100 | Las Vegas, Nevada 89144 |
| Nevada | Tyler Jr., Jeffrey David: Tyler & Co. Property Solutions, LLC (RPMNV015) | (702) 805-0887 | 3281 N. Decatur Blvd. Suite 120 | Las Vegas, Nevada 90130 |
| Nevada | Kent, Kristopher C.: The Topher Kent Corporation (RPMNV014) | (775) 826-1414 | 1875 Plumas Street, Suite 6B | Reno, Nevada 89509 |
| New Hampshire | Beskar, Daniel Allen; Lauerman Beskar, Elizabeth Ann: Beskar Enterprises LLC (RPMNH007) | (603) 255-4100 | 264 South River Road, Suite 450 | Bedford, New Hampshire 3110 |
| New Hampshire | Comstock, Jay: RPM Seacoast N.H. Inc. (RPMNH003) | (603) 343-2202 | 2 Washington Street, Suite 215 | Dover, New Hampshire 3820 |
| New Hampshire | Walls, Steve; A. Walls, Debora (RPMNH002) | (603) 627-7368 | 1 Leonard Avenue | Hooksett, New Hampshire 3106 |
| New Hampshire | A. Walls, Debora; A. Walls, Steve: Lauterborn Group LLC (RPMNH004) | (603) 627-7368 | 1 Leonard Avenue | Hooksett, New Hampshire 3106 |
| New Hampshire | Thayne, Weston; Thayne, Mark: Weston Thayne (RPMNH005) | (603) 448-8808 | 1 School Street | Lebanon, New Hampshire 3766 |
| New Hampshire | Law, Scott Brigham; Law, Parker Joseph (RPMNH006) | (603) 801-2235 | 2 Wellman Avenue, Suite 260 | Nashua, New Hampshire 3064 |
| New Jersey | Entel, Todd: Entel Companies, LLC (RPMNJ002) | (908) 955-7487 | 245 Main Street, Suite 100A | Chester, New Jersey 7930 |
| New Jersey | Adam, Mark Jeffrey: (RPMNJ006) | (201) 514-1603 | 560 Sylvan Avenue, Ste. 1122 | Englewood Cliffs, New Jersey 7632 |
| New Jersey | Eid, Marwan: All About Me Real Estate Brokerage, LLC (RPMNJ004) | (848) 333-0209 | 513 Milltown Road | North Brunswick, New Jersey 8902 |
| New Jersey | Randazzo, Thomas: Knight McRand Asset | (732) 289-9337 | 54 Broad Street, Unit L103 | Red Bank, New Jersey 7701 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Management, Inc. (RPMNJ007) | | | |
| New Mexico | Wolfswinkel, Joni; Wolfswinkel, Shawn: Shawn Wolfswinkle (RPMNM003) | (505) 831-8700 | 306 Isleta Boulevard S.W. | Albuquerque, New Mexico 87105 |
| New Mexico | Wolfswinkel, Joni; Wolfswinkel, Shawn: Albuquerque Elite Property Management LLC (RPMNM005) | (505) 796-8047 | 6739 Academy Road NE #128 | Albuquerque, New Mexico 87109 |
| New Mexico | Webb, Mark: Mark Webb (RPMNM002) | (505) 225-2812 | 2111 Wyoming Boulevard N.E. | Albuquerque, New Mexico 87112 |
| New York | Chirichella, Paul Anthony: Chirichella, Inc (RPMNY011) | (516) 443-3296 | 4 E. Slope Road | Bayville, New York 11709 |
| New York | Winn, Jane Kaufman: PROPLAB Building Management LLC (RPMNY008A) | (206) 351-0851 | 118-35 Queens Blvd Ste 400 | Forest Hills, New York 11375 |
| New York | Teague, William W.; Teague, Linda Cherie: (RPMNY013) | (518) 612-4900 | 2390 Western Avenue, Suite 207B | Guilderland, New York 12084 |
| New York | Hill, Ahmond Elijah: Rockbound Highland Homes, Inc. (RPMNY015) | (845) 363-6776 | 255 Route 17K | Newburgh, New York 12550 |
| New York | George, Jason Robert: J George Industries LLC (RPMNY014) | (518) 290-1448 | 63 Putnam Street, Suite 202 | Saratoga Springs,, New York 12866 |
| New York | Look, Aaron James: Brick & Beam LLC (RPMNY016) | (315) 498-1235 | 7325 Thompson Road | Syracuse, New York 13212 |
| New York | Penister, Duane; Penister, Sheila: WPM 2013 Westchester Inc (RPMNY010) | (845) 300-6366 | 520 White Plains Road | Tarrytown, New York 10591 |
| New York | Arauco Escobar, Roger ABel, Roberts, Brayn Hanif Mishad: NM Real Estate Management LLC (RPMNY006A) | (516) 522-2859 | 626 RXR Plaza | Uniondale, New York 11556 |
| New York | Hoelzle, John: All Island Rental | (516) 570-9275 | 70 East Sunrise Highway, Suite 500 | Valley Stream, New York 11581 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Management Corp. (RPMNY005) | | | |
| New York | Cantamessa, Daniel: DC & SF Inc. (RPMNY002) | (914) 367-0273 | 1025 Westchester Ave. Suite 104 | White Plains, New York 10604 |
| North Carolina | Schaal, Lisa Marie: Good Move Properties, LLC (RPMNC027) | (336) 704-0505 | 2815-B S. Church Street | Burlington, North Carolina 27215 |
| North Carolina | Morris, Brenton; Kauffman, Ryan: Carolina Management Partners LLC (RPMNC023) | (919) 747-3488 | 2401 Weston Pkwy Ste 103 | Cary, North Carolina 27513 |
| North Carolina | Kauffman, Ryan T., Morris, Brenton V.: Carolina Management Partners LLC (RPMNC029) | (980) 392-4048 | 2459 Wilkinson Blvd., Suite 310 | Charlotte, North Carolina 28208 |
| North Carolina | Kauffman, Ryan T.; Wakim, Dolly Ghassan; Lokas, Karim; Morris, Brenton V.:(RPMNC017) | (704) 220-0110 | 8604 Cliff Cameron Drive, Suite142 | Charlotte, North Carolina 28269 |
| North Carolina | Middlebrook, Roosevelt: Mahogany Enterprises, LLC (RPMNC025) | (336) 510-9975 | 2554 Lewisville Clemmons Road, Suite 302 | Clemmons, North Carolina 27012 |
| North Carolina | Burchette, Howard Lee: (RPMNC018) | (984) 666-0912 | 4819 Emperor Boulevard, Suite 400 | Durham, North Carolina 27703 |
| North Carolina | Cooper, John Emerson; Cooper, Sandra Ann: Triangle Property Solutions, LLC (RPMNC016) | (571) 422-8032 | 3500 Westgate Drive, Building 400 | Durham, North Carolina 27707 |
| North Carolina | Cooper, John Emerson: Triangle Property Solutions, LLC (RPMNC026) | (571) 422-8032 | 3500 Westgate Drive, Building 400 | Durham, North Carolina 27707 |
| North Carolina | Arnold, Alan Robert: Moose Management, LLC (RPMNC028) | (919) 505-1776 | 119 Commerce Pkwy., Suite 101, Room 3 | Garner, North Carolina 27529 |
| North Carolina | Morris, Brenton; Kauffman, Ryan: Carolina Management | (336) 355-6677 | 1901 Lendew Street, Suite 7 | Greensboro, North Carolina 27408 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Partners, LLC (RPMNC003) | | | |
| North Carolina | Lokas, Rami Farouk: Atlas Property Management LLC (RPMNC022) | (704) 285-2228 | 10020 Monroe Road, Suite 250 | Matthews, North Carolina 28105 |
| North Carolina | Lokas, Karim; Morris, Brenton V.; Kauffman, Ryan T.; Wakim, Dolly Ghassan: Domus Property Management LLC (RPMNC020) | (704) 230-4074 | 137 Ebert Lane, Suite D | Mooresville, North Carolina 28117 |
| North Carolina | Draddy, Dean: Composed Investments Co. (RPMNC010) | (704) 919-1344 | 315 Main Street, Suite E | Pineville, North Carolina 28134 |
| North Carolina | Gariepy-LeBlanc, Chantel; LeBlanc, Stephane: SCL Property Management, Inc. (RPMNC011) | (919) 827-1107 | 144 Annaron Court | Raleigh, North Carolina 27603 |
| North Carolina | Ritter, Heather; Ritter, Michael: H2M Investments LLC (RPMNC006) | (919) 481-0008 | 8480 Honeycutt Road, Suite 200 | Raleigh, North Carolina 27615 |
| North Carolina | O' Connell, Debra; O' Connell, Colin: Cape Fear PM, LLC (RPMNC015) | (910) 782-4488 | 100C Old Eastwood Road | Wilmington, North Carolina 28403 |
| North Carolina | O' Connell, Debra; O' Connell, Colin: (RPMNC019) | (910) 782-4488 | 102 Old Eastwood Road #C-3 | Wilmington, North Carolina 28403 |
| North Carolina | Kauffman, Ryan; Morris, Brenton: Carolina Management Partners LLC (RPMNC012) | (336) 777-7444 | 163 Stratford Court, Suite 255 | Winston Salem, North Carolina 27103 |
| North Dakota | Cochran, Jamie; Boyer, Josh; Lindahl, Kelsey: (RPMND001) | (701) 526-4500 | 225 4th Avenue N., Suite 27C | Fargo, North Dakota 58102 |
| Ohio | Thompson, Michelle; Thompson, Sam: RPM Midwest, LLC (RPMOH001) | (513) 762-9000 | 2351 W McMicken Avenue | Cincinnati, Ohio 45214 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Ohio | Whittenburg, James Barry: Maverick Group Unlimited, LLC (RPMOH013) | (513) 278-5050 | 7813 Laurel Ave. | Cincinnati, Ohio 45243 |
| Ohio | Ramey, Andrew Haze: Limestone Real Estate LLC (RPMOH014) | (614) 706-2398 | 503 South Front Street, Suite 240B | Columbus, Ohio 43215 |
| Ohio | Thompson, Michelle; Thompson, Sam: RPM Midwest LLC (RPMOH002) | (614) 550-1022 | 261 W. Johnstown Road | Columbus, Ohio 43230 |
| Ohio | Thompson, Michelle; Thompson, Sam: RPM Midwest LLC. (RPMOH004) | (937) 550-1022 | 4031 Colonel Glenn Highway, Suite 136 | Dayton, Ohio 45431 |
| Ohio | Shriver, Janis; Shriver, John: Jonis Ventures Inc. (RPMOH007) | (567) 200-2320 | 28304 Cedar Park Boulevard, Suite A-1 | Perrysburg, Ohio 43551 |
| Ohio | Ware, Ralph L.: WAREHOUSE INDUSTRIES, LLC (RPMOH008) | (440) 534-6700 | 9329 Ravenna Road, Suite C | Twinsburg, Ohio 44087 |
| Ohio | Vargas, Raymund: QPM Incorporated (RPMOH011) | (614) 405-2340 | 470 Olde Westerville Road, Suite 200 | Worthington, Ohio 43082 |
| Oklahoma | Muse, Patricia; Muse, Mark: (RPMOK003) | (405) 787-4429 | 8488 N.W. 39th Expressway | Bethany, Oklahoma 73008 |
| Oklahoma | Ziba, Stacey E.; Ziba, Richard Shane: R & S Ziba Management LLC (RPMOK007) | (918) 984-4433 | 1615 S. Eucalyptus Ave. Suite 207 | Broken Arrow, Oklahoma 74012 |
| Oklahoma | Price, Kristofor Lloyd; Smith, Mark William (RPMOK004) | (405) 694-9053 | 17 East 1st Street | Edmond, Oklahoma 73034 |
| Oklahoma | Underwood, Justin: (RPMOK006) | (405) 463-0040 | 3141 N.W. 63rd Street | Oklahoma City, Oklahoma 73116 |
| Oklahoma | Ziba, Stacey E.; Ziba, Richard Shane: R & S Ziba Management LLC (RPMOK005) | (918) 984-4433 | 9500 North 129th East Avenue, Suite 230 | Owasso, Oklahoma 74055 |
| Oklahoma | Nelson, Marc; Powell, Cade: Marc Nelson (RPMOK002) | (918) 895-7869 | 4833 S. Sheridan Road, Suite 400 | Tulsa, Oklahoma 74145 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Oregon | Rushton, Lee: Rushton LLC (RPMOR010A) | (971) 270-2600 | 14335 SW Allen Boulevard, Suite 208 | Beaverton, Oregon 97005 |
| Oregon | Fred, Ryan Courtney: Burn the Ships LLC (RPMOR012) | (541) 550-7002 | 805 SW Industrial Way, Suite 9 | Bend, Oregon 97702 |
| Oregon | Hayes, Lacey; Hayes, Daniel Dean; Hayes, Timothy Forn; Hayes, Angela Lou: (RPMOR007) | (503) 224-3002 | 12700 SW Pacific Hwy | Tigard, Oregon 97223 |
| Oregon | Hayes, Lacey; Hayes, Daniel Dean; Hayes, Timothy Forn; Hayes, Angela Lou: Great Northwest Property Group LLC (RPMOR008) | (503) 224-3002 | 12700 SW Pacific Hwy | Tigard, Oregon 97223 |
| Oregon | Hayes, Lacey; Hayes, Daniel Dean; Hayes, Timothy Forn; Hayes, Angela Lou: Great Northwest Property Group LLC (RPMOR009) | (503) 224-3002 | 12700 SW Pacific Hwy | Tigard, Oregon 97223 |
| Oregon | Hayes, Lacey; Hayes, Daniel Dean; Hayes, Timothy Forn; Hayes, Angela Lou: Great Northwest Property Group LLC (RPMOR011) | (503) 224-3002 | 12700 SW Pacific Hwy | Tigard, Oregon 97223 |
| Oregon | Hayes, Lacey; Hayes, Daniel Dean; Hayes, Timothy Forn; Hayes, Angela Lou: Great Northwest Property Group LLC (RPMOR005) | (503) 224-3002 | 8101 SW Nyberg #100 | Tualatin, Oregon 97062 |
| Pennsylvania | Stutz, Edward; Foulkrod, Matt: IndyPenndent RE, LLC (RPMPA009) | (412) 265-4202 | 3477 Corporate Parkway, Suite 100 | Center Valley, Pennsylvania 18034 |
| Pennsylvania | DeCesare, Kelly: AKA Property Management Corp. (RPMPA001) | (610) 497-2700 | 139 Commons Court | Chadds Ford, Pennsylvania 19317 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Pennsylvania | Foulkrod, Matt; Foulkrod, Betty: Real Property Management Three Rivers (RPMPA006) | (412) 265-4202 | 20232 Route 19, Suite 5 | Cranberry Township, Pennsylvania 16066 |
| Pennsylvania | Bing-Zaremba, Marc Edward: Bingz Holdings LLC (RPMPA013) | (215) 770-4312 | 96 West Ashland Street | Doylestown, Pennsylvania 18901 |
| Pennsylvania | Varanasi, Ravi Chandra: Narsodha, LLC (RPMPA010) | (215) 920-7284 | 131 Woodcutter Street, Ste 100 | Exton, Pennsylvania 19341 |
| Pennsylvania | Winters, Marshall Jozef: Jozef Lynn, LLC (RPMPA015) | (570) 980-1001 | 5316 Lycoming Mall Drive | Montoursville, Pennsylvania 17754 |
| Pennsylvania | Liciardello, Marc Steven: LMG RPMV1 Corporation (RPMPA014) | (610) 943-5996 | 18 Cambus Blvd. Suite 100 | Newton Square, Pennsylvania 19073 |
| Pennsylvania | Bringhurst, Sarah; Bringhurst, Nate: Stripling Warrior LLC (RPMPA003) | (412) 600-4824 | 134 S Highland Avenue | Pittsburgh, Pennsylvania 15206 |
| Pennsylvania | Burroughs, Timothy James: Pennsylvania Real estate Management LLC (RPMPA011) | (412) 385-2300 | 1575 McFarland Road | Pittsburgh, Pennsylvania 15216 |
| Pennsylvania | Schultze, Robert: Robert Schultze (RPMPA007) | (267) 364-5785 | 1313 Lord Sterling Road, Ste., 5 | Washington Crossing, Pennsylvania 18977 |
| Rhode Island | Russo, Mark: Mark D Russo LLC (RPMRI001) | (401) 272-3300 | 752 Charles Street | Providence, Rhode Island 2904 |
| South Carolina | Draddy, Dean: Composed Investments Co. (RPMSC013) | (704) 919-1344 | 315 Main Street, Suite E | Pineville, North Carolina 28134 |
| South Carolina | Keith, Thomas; Doran, Tara: Real Property Management Charleston LLC (RPMSC009) | (843) 900-4061 | 170 Meeting Street, Suite 110 | Charleston, South Carolina 29401 |
| South Carolina | Heaps, Paul Jason; Heugel, Christopher Charles (RPMSC010) | (843) 898-5743 | 215 East Bay Street #403-B | Charleston, South Carolina 29401 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| South Carolina | Campbell, Daryl: Real Property Management Midlands LLC (RPMSC011) | (803) 403-8838 | 24 Office Park Court, Suite A | Columbia, South Carolina 29223 |
| South Carolina | Wilson, Kyle Ashley: Willpower Property Services, Inc (RPMSC012) | (864) 807-9807 | 37 Villa Road, Suite 209 | Greenville, South Carolina 29615 |
| South Carolina | Pangle, Calen: Palmetto Cresent Property Management, LLC (RPMSC008) | (843) 867-4433 | 1501 Belle Isle Avenue, #110 | Mount Pleasant, South Carolina 29464 |
| South Dakota | Kattenberg, Joshua Dean: JD Property Solutions, Inc (RPMSD001) | (605) 274-7373 | 4700 E. 61st Street | Sioux Falls, South Dakota 57108 |
| Tennessee | Green, Randall Kenneth: (RPMTN017) | (615) 333-6858 | 100 S. Mulberry Street, Suite 208 | Dickson, Tennessee 37055 |
| Tennessee | Richards, Timothy Matthew: (RPMTN013) | (615) 538-7711 | 99 E Main Street, Suite 200 | Franklin, Tennessee 37064 |
| Tennessee | Kingsbury Jr., Jeffrey Lee; Kingsbury, Tammy Louis: (RPMTN012) | (615) 953-8700 | 1525 Hunt Club Blvd., Suite 500 | Gallatin, Tennessee 37066 |
| Tennessee | Harper, Darius Abrea: Harper Legacy Enterprises LLC, (RPMTN018) | (865) 265-0535 | 3214 Tazewell Pike Suite 103 | Knoxville, Tennessee 37918 |
| Tennessee | Hudson, Shenika Denise: Her and Her Son Corporation (RPMTN019) | (901) 443-0001 | 752 E. Brookhaven Circle, Suite 240B | Memphis, Tennessee 38117 |
| Tennessee | Jones, Gina: HG Jones , LLC (RPMTN007) | (615) 900-4067 | 2670 Memorial Boulevard, Suite D8 | Murfreesboro, Tennessee 37129 |
| Tennessee | Lott, Hasen; Kakwitch, Brett; Moyer, Kelly; Clark, Anthony: Music City Property Management Group LLC (RPMTN015) | (615) 467-6281 | 5016 Centennial Blvd., Suite 200 | Nashville, Tennessee 37209 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Tennessee | Simmons, David; Simmons, James Walton: Blackhorse Capital LLC (RPMTN016) | (615) 761-9400 | 3511 Gallatin Pike, Suite 108 | Nashville, Tennessee 37216 |
| Tennessee | Cramer, Mark: Mark Cramer (RPMTN009) | (615) 810-9578 | 2201 Murfreesboro Pike #B203 | Nashville, Tennessee 37217 |
| Tennessee | Dowdy, Michelle Ann: M Dowdy Diversified Enterprises LLC (RPMTN014) | (423) 704-9944 | 5559 Little Debbie Pkwy, Suite 111 | Ooltewah, Tennessee 37363 |
| Texas | Knox, Kraig Orain: His Hands Asset Group, Inc. (RPMTX063) | (806) 553-7914 | 3915 Bell Street | Amarillo, Texas 79109 |
| Texas | Harris, William Raynard: Look Up Texas Enterprise LLC (RPMTX061) | (817) 583-6121 | 2425 W. Pioneer Parkway | Arlington, Texas 76013 |
| Texas | Harris, William Raynard: Look Up Texas Enterprise LLC (RPMTX076) | (214) 396-3983 | 2425 W. Pioneer Parkway | Arlington, Texas 76013 |
| Texas | Morella, Timothy: Timothy Morella (RPMTX029) | (512) 777-2597 | 2021 Guadalupe St. Ste 260 | Austin, Texas 78705 |
| Texas | Zhang, Chi; Hu, Jie: Alpha Management Group LLC (RPMTX046) | (512) 806-0606 | 2500 W. William Cannon, Bldg 607-C | Austin, Texas 78745 |
| Texas | Lewis-Ross, Karen Dannette; Heaps, Cristine Lynn; Heaps, Paul Jason: REEGM Austin LLC (RPMTX064) | (512) 500-0434 | 13785 Research Blvd. Ste 131 | Austin, Texas 78750 |
| Texas | Lovoy, Jon: Jon Lovoy (RPMTX020) | (512) 836-7368 | 7901 Cameron Road, Suite 2-252 | Austin, Texas 78754 |
| Texas | Huylebroeck, Rudy: Campanas Property Management Inc. (RPMTX065) | (512) 520-9060 | 9130 Jollyville Road, Suite 100-2 | Austin, Texas 78759 |
| Texas | Strand, Cindy; Strand, Jarrid Paul: 726 Properties LLC (RPMTX048) | (817) 502-3588 | 1901 Central Drive, Suite 604 | Bedford, Texas 76021 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Texas | Reed, Matthew Brett; Reed, Mary Patricia: MBRPM Realty LLC (RPMTX058) | (210) 571-1780 | 116 N. Plant Ave. | Boerne, Texas 78006 |
| Texas | Ekeke, Ihechiluru Ohuoba: HOBS Global Services LLC (RPMTX067) | (817) 581-1574 | 5001 E FM 1187, Suite 290 | Burleson, Texas 76028 |
| Texas | Huylebroeck, Rudy: Campanas Property Management Inc. (RPMTX066) | (972) 949-2000 | 2340 E. Trinity Mills, Suite 300 | Carrollton, Texas 75006 |
| Texas | Peters, Allan Stewart: ASP MGT, INC. (RPMTX084) | (936) 282-5813 | 1135 Grand Central Parkway | Conroe, Texas 77304 |
| Texas | Khullar, Pooja; Khullar, Nitish: Abode365, LLC (RPMTX059) | (214) 257-0101 | 8951 Cypress Water Blvd., Suite 160 | Dallas, Texas 75019 |
| Texas | Adeyemo, Oluseyi Adebowale: Broadacres Holdings LLC (RPMTX073) | (945) 218-6083 | 10945 Estate Ln Suite E205 | Dallas, Texas 75238 |
| Texas | Bailey, Jeffrey Charles: JCB Property Management, LLC (RPMTX045) | (940) 323-0505 | 608 E. Hickory Street, T118 | Denton, Texas 76205 |
| Texas | Clayton, Mechelle Renea: Modis Enterprises LLC (RPMTX078) | (214) 550-9311 | 214 S. Main Street, Suite 214 | Duncanville, Texas 75116 |
| Texas | Lindloff, Kent: Happy Phase Incorporated (RPMTX039) | (214) 227-2404 | 14330 Midway Road Suite 213 | Farmers Branch, Texas 75244 |
| Texas | Mahan, Ryan Thomas: (RPMTX055) | (817) 930-1160 | 4200 South Hulen Street, Suite 517 | Fort Worth, Texas 76109 |
| Texas | Poduska, Brian; Poduska, Christine: Brian Poduska (RPMTX040) | (469) 820-0088 | 7460 Warren Parkway, Suite 100 | Frisco, Texas 75034 |
| Texas | Johnson, Lyndel: Yellow Footprints investments, LLC (RPMTX070) | (346) 275-3115 | 29810 FM 1093, Suite E | Fulshear, Texas 77441 |
| Texas | Robertson, Ian George (RPMTX080) | (682) 459-9733 | 1425 Hughes Road, Suite 200, Office 214 | Grapevine, Texas 76051 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Texas | Gyure, Russell: Russell Gyure (RPMTX038) | (817) 678-8787 | 2191 Cloverfern Way | Haslet, Texas 76052 |
| Texas | McGuire, John Robert (RPMTX053) | (713) 429-0411 | 9225 Katy Fwy, Suite 112 | Houston, Texas 77024 |
| Texas | Wolfswinkel, Joni; Wolfswinkel, Shawn: Houston Elite Property Management, LLC (RPMTX007) | (281) 894-9111 | 9234 F.M. 1960 Road W. | Houston, Texas 77070 |
| Texas | Wolfswinkel, Joni; Wolfswinkel, Shawn: Houston Elite Property Management, LLC (RPMTX082) | (281) 894-9111 | 9234 FM 1960 Road W | Houston, Texas 77070 |
| Texas | Nichols Jr., Joe; Nichols, D'Lea; Grey, John; Standly, Randy; Nichols Sr., Joe: Real Property Management Houston-TX016 (RPMTX016) | (713) 830-1888 | 15715 Tuckerton Road | Houston, Texas 77095 |
| Texas | Neal, Todd: Neal Property Interests, LLC (RPMTX017) | (713) 857-7245 | 9660 Hillcroft Street, Suite 200 H | Houston, Texas 77096 |
| Texas | Espenlaub, Heather; Espenlaub, Troy: Troy Espenlaub (RPMTX037) | (281) 570-6357 | 1931 Humble Place Drive, Suite 211 | Humble, Texas 77338 |
| Texas | Wolfswinkel, Joni; Wolfswinkel, Shawn: Houston Elite Property Management, LLC (RPMTX069) | (832) 532-9800 | 535 East Fernhurst Drive | Katy, Texas 77450 |
| Texas | Boyes, Nicholas Logan; Boyes, Carolina: Boyes Property Management 2013 Austin LLC (RPMTX072) | (512) 572-6799 | 7615 Desert Needle Drive | Lago Vista, Texas 78645 |
| Texas | Stusick, Matthew; Stusick, Tamyra: Narrow Gate Enterprises, Inc. (RPMTX042) | (940) 435-2526 | 109 West Main Street, #200 | Lewisville, Texas 75057 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Texas | Kukkadapu, Laxmi; Muppala, Sreedhar: Srilaxmi Investments LLC (RPMTX071) | (469) 895-9788 | 2601 Little Elm Pkwy Suite #502 | Little Elm, Texas 75068 |
| Texas | Hiler II, James Daniel "J": West Texas Property Management LLC (RPMTX025) | (806) 853-6546 | 2503 74th Street, Suite 201 | Lubbock, Texas 79423 |
| Texas | Garrison, Nathan Lee; Garrison, Trish Peterson; Yraguen, Britnee Jo; Yraguen, Tony Brett: Highland PM, LLC (RPMTX051) | (830) 637-7880 | 407 Main Street #6 | Marble Falls, Texas 78654 |
| Texas | Crutsinger, Gerald; Kinnard, Mary: Gertald Crutsinger (RPMTX036) | (214) 721-0727 | 6800 Weiskopf Avenue, Suite 150 | McKinney, Texas 75070 |
| Texas | Garrison, Trish; Yraguen, Tony: Cardinals PM LLC (RPMTX024) | (512) 298-4911 | 352 Landa Street | New Braunfels, Texas 78130 |
| Texas | Ketavarapu, Vijay Srinivas: Effort Ease LLC (RPMTX077) | (972) 688-6255 | 101 E. Park Blvd. | Plano, Texas 75075 |
| Texas | Underwood, Justin Eugene, French, Adelaide Elizabeth, Martin, Brian Paul, Martin, Christal Kay: Advance Management Partners, LLC (RPMTX081) | (469) 715-1099 | 130 N. Prosper Road, Suite 251 | Prosper, Texas 75078 |
| Texas | Bellamy, Matthew Scott: Stone House Investments, LLC (RPMTX079) | (469) 745-8199 | 815 TL Townsend Road #104 | Rockwall, Texas 75087 |
| Texas | Swenson, Steven: Steven Swenson (RPMTX044) | (512) 580-3099 | 1000 Heritage Center Circle, Suite #105 | Round Rock, Texas 78664 |
| Texas | Huylebroeck, Rudy: Campanas Property Management Inc. (RPMTX019) | (210) 314-1039 | 12702 Toepperwein, Suite 204 | San Antonio, Texas 78233 |
| Texas | Garrison, Trish; Yraguen, Tony: | (210) 787-3876 | 7272 Wurzbach Road, Suite 204 | San Antonio, Texas 78240 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Alamo PM, LLC (RPMTX021) | | | |
| Texas | Garcia, Alice Marie Lucille: Alice Garcia Ventures, Inc. (RPMTX068) | (210) 444-2070 | 1846 N Loop 1604 W Suite 205 | San Antonio, Texas 78248 |
| Texas | Williamson, Michael; Williamson, Eric: Williamson Capital Group LLC (RPMTX033) | (281) 984-7463 | 1301 N Meyer Ave. | Seabrook, Texas 77586 |
| Texas | Mahan, Ryan Thomas: R3 Property Services, LLC (RPMTX075) | (817) 930-1160 | 150 N. Harbin Dr. Suite 327 | Stephenville, Texas 76041 |
| Texas | Day, Deston Dewann: Texas Property People, LLC (RPMTX085) | (832) 333-9923 | 2245 Texas Drive Suite 300 | Sugarland, Texas 77479 |
| Texas | Kilpatrick, Susan; Kilpatrick, Kyle: Kyle Kilpatrick (RPMTX032) | (254) 401-0400 | 197 Clinite Grove Blvd. #120 | Temple, Texas 76502 |
| Texas | Sanders, Kristin Lee; Sanders, Jay Mac: Jay Mac Sanders (RPMTX026) | (281) 362-5001 | 25511 Budde Road, Baylor Building, Suite 301 | The Woodlands, Texas 77380 |
| Texas | Peters, Allan Stewart: ASP MGT, INC. (RPMTX083) | (936) 282-5813 | 1002 Village Square Dr., Suite C-8 | Tomball, Texas 77375 |
| Texas | Lindloff, Kent: Happy Phase Incorporated (RPMTX074) | (682) 831-1300 | 99 Trophy Club Drive Ste 104 | Trophy Club, Texas 76262 |
| Texas | Merchain Jr., Ricky Lawrence: Accurate Home Solutions LLC (RPMTX062) | (903) 481-1041 | 121 S. Broadway Ave., Suite 623 | Tyler, Texas 75702 |
| Texas | Peck, Lynn; Peck, Chris: Chris Peck (RPMTX030) | (254) 732-1599 | 209 Old Hewitt Road, Suite 1 | Waco, Texas 76712 |
| Utah | Phillips, Matthew: RPM Cedar City, LLC (RPMUT006) | (435) 586-1777 | 209 S. Main Street | Cedar City, Utah 84720 |
| Utah | Phillips, Matthew D.: Real Property Management Cedar | (435) 586-1777 | 209 S. Main Street | Cedar City, Utah 84720 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | City LLC (RPMUT022) | | | |
| Utah | Holland, Phil: RWV Vernal, LLC (RPMUT019) | (801) 224-0033 | 579 Heritage Park Blvd | Layton, Utah 84042 |
| Utah | Holland, Phil: RWV PROVO, LLC (RPMUT018) | (801) 668-1565 | 1366 South 740 East | Orem, Utah 84097 |
| Utah | Holland, Phil: RWV Logan, LLC (RPMUT020) | (801) 363-7368 | 221 N. Gateway Drive, Suite H | Providence, Utah 84332 |
| Utah | Holland, Phil: RWV Salt Lake, LLC (RPMUT016) | (801) 363-7368 | 1455 West 2200 South, Suite 100 | Salt Lake City, Utah 84119 |
| Utah | Holland, Phil: RWV Layton, LLC (RPMUT017) | (801) 668-1565 | 579 Heritage Park Blvd, Suite 102, Layton, UT 84041 | Salt Lake City, Utah 84119 |
| Utah | Yraguen, Tony; Garrison, Trish: SLC PM LLC (RPMUT015) | (801) 571-7400 | 10424 S. 2700W #100 | South Jordan, Utah 84095 |
| Utah | Volkert, George Frank: Volkert Investments, LLC (RPMUT021) | (801) 626-2437 | 457 N. Main Street, Unit C | Spanish Fork, Utah 84660 |
| Utah | Smith, Kaydee: Cactus Property Management, LLC (RPMUT011) | (435) 673-4242 | 295 North Bluff Street | St. George, Utah 84770 |
| Vermont | Borch, Thu Thi; Borch, John Christopher: J&T Properties Inc. (RPMVT001) | (802) 861-6468 | 45 Kilburn Street, Suite 238 | Burlington, Vermont 5401 |
| Virginia | Leigh, Ashley: ACL Professional Property Management, LLC (RPMVA008) | (703) 397-8801 | 1655 North Myer Drive, Suite 700 | Arlington, Virginia 22209 |
| Virginia | Leuschner, Erik: NRV Enterprises LLC (RPMVA015) | (540) 998-6917 | 200 Country Club Drive S.W., Suite A-1 | Blacksburg, Virginia 24060 |
| Virginia | Reynolds, Cheryl Griffin: Parnassus Properties LLC (RPMVA023) | (434) 422-5591 | 408 East Market Street, Suite 208A | Charlottesville, Virginia 22902 |
| Virginia | Langham, Winston Brian: Wigfall | (757) 577-9882 | 555 Belaire Avenue, Suite 210 #2031 | Chesapeake, Virginia 23320 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Langham Property Solutions, Inc. (RPMVA024) | | | |
| Virginia | Guasp, Phyllis Octavia; Guasp, Stephen: White Light, Inc. (RPMVA020) | (804) 491-3348 | 100 Hawthorn Street | Colonial Beach, Virginia 22443 |
| Virginia | Leigh, Ashley: ACL Professional Property Management, LLC (RPMVA007) | (703) 397-8801 | 11350 Random Hills Road, Suite 800 | Fairfax, Virginia 22030 |
| Virginia | Leigh, Ashley: ACL Professional Property Management, LLC (RPMVA002) | (703) 397-8801 | 14095 Daveâ€™s Store Lane | Gainesville, Virginia 20155 |
| Virginia | Reahard, Ralph et al: RPM-SVA, LLC (RPMVA029) | (804) 342-5800 | 1100 Welborne Drive, Suite 300 | Henrico, Virginia 23229 |
| Virginia | Reahard, Ralph et al: RPM-SVA, LLC (RPMVA030) | (804) 342-5800 | 1100 Welborne Drive, Suite 300 | Henrico, Virginia 23229 |
| Virginia | Jelinek, Lisa Ann; Gilbert, Kevin Spencer: ACL Professional Property Management, LLC (RPMVA004) | (703) 397-8801 | 312F East Market Street | Leesburg, Virginia 20176 |
| Virginia | Cook, Thomas: Thomas Cook (RPMVA016) | (434) 215-3028 | 1071 Claymont Drive | Lynchburg, Virginia 24502 |
| Virginia | Reahard IV, Ralph McDonnell: RPM-TVA LLC (RPMVA022) | (757) 206-2071 | 780 Pilot House Drive 400D | Newport News, Virginia 23606 |
| Virginia | Reahard IV, Ralph McDonnell: RPM-TVA LLC (RPMVA026) | (757) 206-2071 | 780 Pilot House Dr #400D | Newport News, Virginia 23606 |
| Virginia | Reahard IV, Ralph McDonnell: RPM-TVA LLC (RPMVA027) | (757) 206-2071 | 780 Pilot House Dr #400D | Newport News, Virginia 23606 |
| Virginia | Reahard IV, Ralph McDonnell: RPM-RVA, LLC (RPMVA028) | (804) 342-5800 | 1710 East Franklin Street, Suite 100 | Richmond, Virginia 23223 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Virginia | Reahard, Ralph: RPM-SVA, LLC (RPMVA011) | (804) 342-5800 | 1100 Welborne Dr., Suite 300 | Richmond, Virginia 23229 |
| Virginia | Reahard, Ralph: RPM-SVA, LLC (RPMVA019) | (804) 337-2449 | 1100 Welborne Rd. Suite 300 | Richmond, Virginia 23229 |
| Virginia | Casteel, John Rhea: John Casteel (RPMVA014) | (540) 595-7411 | 117 Second Street S.W. | Roanoke, Virginia 24014 |
| Virginia | Leigh, Ashley: ACL Professional Property Management, LLC (RPMVA006) | (703) 397-8801 | 800 Corporate Drive, Suite 301 | Stafford, Virginia 22554 |
| Virginia | Reahard, Ralph: RPM-SVA, LLC (RPMVA018) | (540) 315-8090 | 510 N Coalter Street | Staunton, Virginia 24401 |
| Virginia | Bell, Alan Christopher: Farm 001, LLC (RPMVA025) | (757) 937-2964 | 780 Lynnhaven Parkway Ste; 400 | Virginia Beach, Virginia 23452 |
| Virginia | Reed, Brandon; Davis, Patsy; Reed, Judith: RPM Tidewater, LLC (RPMVA005) | (757) 463-0202 | 2244 General Booth Boulevard | Virginia Beach, Virginia 23456 |
| Virginia | Wang, Baylee: Housemax LLC (RPMVA009) | (757) 251-9188 | 1001 A Richmond Road | Williamsburg, Virginia 23185 |
| Virginia | Cody, Michelle; Cody, Christopher Sean (RPMVA017) | (540) 409-5857 | 112 Creekside Lane | Winchester, Virginia 22602 |
| Washington | Konold, Lauren Christine: (RPMWA019) | (253) 275-5999 | 20 Auburn Way S, Unit A | Auburn, Washington 98002 |
| Washington | Peoples, Eric Levon: Eric Peoples (RPMWA013) | (425) 209-0252 | 1406 140th Place N.E., Suite 200 | Bellevue, Washington 98007 |
| Washington | Coursey, Lawton Dwight: Leo Management LLC (RPMWA016A) | (360) 856-1010 | 119 N. Commercial Street, Suite 910 | Bellingham, Washington 98225 |
| Washington | Peoples, Eric Levon: Peoples Enterprises, LLC (RPMWA011) | (425) 209-0252 | 19125 North Creek Parkway, Suite 120 | Bothell, Washington 98011 |
| Washington | Wilson, Luke: Advantage Home Rentals LLC (RPMWA008) | (509) 572-5440 | 2515 W Falls Ave. | Kennewick, Washington 99336 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Washington | Patterson II, Michael Stephen: (RPMWA018) | (360) 787-4332 | 4305 Lacey Blvd SE | Lacey, Washington 98503 |
| Washington | Volkert, George Frank; Volkert, Daniel: Volkert Management, Inc. (RPMWA007) | (425) 903-8500 | 1325 State Avenue | Marysville, Washington 98270 |
| Washington | Rushton, Lee: JCL Management (RPMWA003) | (253) 426-1730 | 210 N. Meridian #1 | Puyallup, Washington 98371 |
| Washington | Brown, Angela Marie: BROWN PROPERTY TEAM, LLC (RPMWA023) | (425) 448-2877 | 14900 Interurban Ave. S. Suite 294 | Seattle, Washington 98168 |
| Washington | Wilson, Luke Robert: Performance Rentals LLC (RPMWA022) | (509) 396-7021 | 12810 E Nora Ave., Suite C | Spokane Valley, Washington 99216 |
| Washington | C. Boltman, Erik; R. Taggart, Kassandra: Property Management VA, LLC (RPMWA020) | (360) 883-4881 | 7200 NE 41st Street Suite 201 | Vancouver, Washington 98662 |
| Washington | C. Boltman, Erik; R. Taggart, Kassandra: Property Management VA, LLC (RPMWA021) | (360) 883-4881 | 7200 NE 41st Street Suite 201 | Vancouver, Washington 98662 |
| West Virginia | Cole, Alisa: Alisa Cole (RPMWV001) | (304) 757-3200 | 3744 Teays Valley Road, Suite 208 | Hurricane, West Virginia 25526 |
| Wisconsin | Goral, Thomas; Goral, Robert; Poniewaz, Paul: (RPMWI005) | (608) 310-1290 | 6441 Enterprise Lane, Suite 115 | Madison, Wisconsin 53719 |
| Wisconsin | Winandy, Steven Edward: Phoenix Ventures Wisconsin LLC (RPMWI009) | (414) 400-0016 | 342 N Water Street Suite 600 | Milwaukee, Wisconsin 53202 |
| Wisconsin | Tourtillott, Myles Jon, Goral, Robert: Midwest Property Group Inc. (RPMWI010) | (920) 305-7077 | 1222 W. South Park Ave. | Oshkosh, Wisconsin 54902 |
| Wisconsin | Goral, Robert; Goral, Thomas: Real Property Management Greater Milwaukee | (262) 309-6961 | 401 W Main Street | Waukesha, Wisconsin 53186 |

| Territory State | Owner/Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Suburbs (RPMWI002) | | | |
| Wisconsin | Goral, Thomas; Goral, Robert: HAI Property Management Inc. (RPMWI006) | (262) 409-2040 | 880C East Paradise Drive | West Bend, Wisconsin 53095 |
| Wyoming | Case, Samuel: TJB Partners Inc (RPMWY001) | (970) 658-0410 | 1220 Oak Park Drive, Ste. 120 | Fort Collins, Colorado 80525 |

**FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT YET OPENED**
**AS OF DECEMBER 31, 2025**

*Note: This list is arranged alphabetically by state and then alphabetically by cities in each state.*

| Territory State | Owner/ Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| California | Bramlett, Brooke Rea: Dignified Property Management Inc (RPMCA131 | (626) 827-2791 | 10163 Candlewood Street | Rancho Cucamonga, California 91730 |
| Connecticut | Lacroix, Matthew Kenneth and Lacroix, Logan: Golden Cross Holdings, Inc. (RPMCT007) | (413) 514-0050 | 64 Palomba Drive Unit 5 | Enfield, Connecticut 6082 |
| Delaware | Tusi, Benjamin Anthony (RPMDE003) | (302) 388-8381 | 203 Wardel Rd | Wilmington, Delaware 19804 |
| Florida | Mbu, Michael Tarh: Oceanfront Management Services, LLC (RPMFL084) | (850) 912-9991 | 2618 N. Dr. Martin Luther King Jr. Drive, Suite C | Pensacola, Florida 32503 |
| Maryland | Dunlop, James Robert (RPMMD016) | (301) 968-6898 | 6755 Business Parkway, Suite 319 | Elkridge, Maryland 21075 |
| New Jersey | Bewlay, Jack William David: Wolverton Group, LLC (RPMNJ008) | (908) 304-5751 | 10 Stuyvesant Ave, Lower Level Room 8 | Lyndhurst, New Jersey 7071 |
| Ohio | Hall, Marcus Lavonne (RPMOH015) | (937) 558-6641 | 2777 Orchard Run Road | Dayton, Ohio 45459 |
| South Carolina | Snyder, Travis and Snyder, Nichole: Snyder Property Solutions, LLC (RPMSC014) | (843) 499-7798 | 89 Old Trolley Road, Suite 204 | Summerville, South Carolina 29485 |
| South Carolina | Snyder, Travis Lee (RPMSC015) | (843) 499-7798 | 89 Old Trolly Road, Suite 204 | Summerville, South Carolina 29485 |
| Texas | Calderon, Maria Jose Palau and Arrojo, Ramon: Palmass Investments, LLC (RPMTX086) | (346) 855-4790 | 5010 Creekbend Dr. | Houston, Texas 77035 |
| Texas | Calderon, Maria Jose Palau and Arrojo, Ramon: Palmass Investments, LLC (RPMTX087) | (346) 855-4790 | 5010 Creekbend Dr. | Houston, Texas 77035 |

# EXHIBIT F

**FRANCHISEES IN THE UNITED STATES WHO LEFT THE SYSTEM IN THE PAST 12 MONTHS AS OF DECEMBER 31, 2025**

*Note: This list is arranged alphabetically by state and then alphabetically by cities in each state.*

**Indicates franchisee left the system as a result of transferring their franchise agreement.*

| Territory State | Owner/ Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Arizona | Hayhurst, Chuck Dale; Hayhurst, Jill Marie: Lotis Moon Realty, LLC (RPMAZ026) | (602) 361-9097 | 20241 North 37th Avenue | Glendale, Arizona 85308 |
| California* | Myslinski, Bradley Norbert: Seahawk Technologies, Inc (RPMCA106) | (818) 727-0100 | 21000 Devonshire Street, #200 | Chatsworth, California 91311 |
| California | Munsee, Nick: Solano Properties, Inc. (RPMCA083) | (925) 262-8145 | 1320 Willow Pass Road, Suite 600 | Concord, California 94520 |
| California | Munsee, Nick: Solano Properties, Inc. (RPMCA040) | (707) 317-9570 | 622 Jackson Street | Fairfield, California 94533 |
| California* | Hastings, Matt & Tatiana Hastings Management Group, Inc. (RPMCA114) | (510) 900-4544 | 3714 Mosswood Drive | Lafayette, California 94549 |
| California | Saeedkhoo, Shahla, Afshar, Eliya & Afshar, Andrea Farzin: Minerva Management, LLC (RPMCA121) | (949) 878-8412 | 20472 Crescent Bay Dr #100 | Lake Forest, California 92630 |
| California | Aranda, Santos Eduardo; Mora, Monica: M & S Property Management (RPMCA125) | (209) 645-6152 | 955 W. Center Street | Manteca, California 95337 |
| California | Rego, Abraham & Monica (RPMCA002) | (209) 572-2222 | 717 16th St,Suite#1 | Modesto, California 95354 |
| California | Munsee, Nick: Solano Properties, Inc. (RPMCA105) | (916) 238-1420 | 2130 Professional Drive, Suite 230 | Roseville, California 95661 |
| California | Munsee, Nick: Solano Properties, Inc. (RPMCA073) | (916) 238-1420 | 2143 Hurley Way, Suite 103 | Sacramento, California 95825 |
| California | Ponce, Sigifredo & Lopez, Adoracion: OIN | (831) 261-0650 | 1459 N. Davis Road, Suite 73 | Salinas, California 93907 |

| Territory State | Owner/ Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| | Investments (RPMCA003) | | | |
| California | Matthew Gullage, Gordon; McLaughlin, Jerry (RPMCA003) | (805) 540-6022 | 3599 Sueldo Street, Suite 100 | San Luis Obispo, California 93401 |
| California | Rego, Abraham & Monica (REMCA038) | (209) 572-2222 | 343 E Main Street, Suite 819 | Stockton, California 95202 |
| Colorado | Telinde, Matthew Leaman; Schindelar, Scott (RPMCO007) | (970) 314-7123 | 2755 North Avenue | Grand Junction, Colorado 81501 |
| Florida | Leventry, Jerad; Rock, Stephen; Bersach, Andrews (RPMFL055) | (814) 525-2706 | 1201 6th Avenue W #417 | Bradenton, Florida 34205 |
| Florida | Petrucci, Adriana & Cesare: PAC Inter-Global Group LLC (RPMFL060) | (954) 708-1515 | 3301 N. University Drive | Coral Springs, Florida 33065 |
| Florida | Smith, Jonathan: Smith Property Management Services Inc. (RPMFL062) | (904) 425-8388 | 1734 Kingsley Avenue, Suite 10 | Orange Park, Florida 32073 |
| Florida | Windley, Jon & Windley, Maxwell: Skydance LLC (RPMFL075) | (448) 400-2437 | 186 N Palafox #214 | Pensacola, Florida 32502 |
| Florida | De La Melena, Alex Zandro: Half Block LLC (RPMFL061) | (954) 727-8788 | 2200 N. Commerce Parkway, Suite 200 | Weston, Florida 33326 |
| Georgia* | Osmanbasic, Azur: Cambridge Property Management, Inc. (RPMGA025) | (770) 616-0716 | 2560 Hopewell Plantation Drive | Alpharetta, Georgia 30004 |
| Georgia | Anderson, Kendrick David: KKE Professional Services LLC (RPMGA029) | (470) 945-4686 | 1641 Gilstrap Lane | Atlanta, Georgia 30318 |
| Georgia* | Storey, Allen: Storey Time Inc (RPMGA012) | (706) 864-5456 | 81 Crown Mountain Place, D-100 | Dahlonega, Georgia 30533 |
| Georgia | Holzman, Walter: Next Door Management, LLC (RPMGA014) | (678) 467-3039 | 200 Turner Street | McDonough, Georgia 30253 |
| Maine | Foss, Roland: FPM, LLC (RPMME001) | (207) 561-7482 | 659 Hogan Road, Suite B | Bangor, Maine 4401 |
| Missouri | Tatham, Sara & Eric: NBV21 LLC (RPMMO014) | (314) 939-8519 | 4405 E. Meramac Bottom Road | St. Louis, Missouri 63129 |

| Territory State | Owner/ Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| New Jersey | Alvarez, Amelia (RPMNJ001) | (973) 798-2400 | 244 Chestnut Street #203 | Nutley, New Jersey 7110 |
| New York* | Jelinek, Lisa A., Gilbert, Kevin S. and Bell, Alan C.: Hampton Property Management Inc. (RPMNY008) | (757) 714-3268 | 118-35 Queens Boulevard, Suite 400 | Forest Hills, New York 11375 |
| New York* | Casella, Brad (RPMNY006) | (516) 779-2292 | 626 RXR Plaza | Uniondale, New York 11556 |
| North Carolina* | Fox, Jeffrey Wade and Fox, Lauren Marjorie: Doverprise, LLC (RPMNC021) | (980) 392-4048 | 111 E. Charlotte Avenue, Unit #1 | Mount Holly, North Carolina 28120 |
| North Carolina | Lawrence, Cameron Jarrod: Lawrence Management Group, LLC (RPMNC024) | (252) 298-5151 | 1425 S. Glenburnie Road #3 | New Bern, North Carolina 28562 |
| North Dakota | Halilovic, Nedzard and Waldner, Tyler John: TN Property Management, LLC (RPMND002) | (701) 491-2908 | 102 W. Beaton Drive Suite 200 | West Fargo, North Dakota 58078 |
| Oregon* | Visser, Robert George: Assurance LLC (RPMOR010) | (971) 270-2600 | 14335 SW Allen Boulevard, Suite 208 | Portland, Oregon 97005 |
| Oregon | Ojomo, Esosa Edwin: Esosa Ojomo, Inc. (RPMOR013) | (971) 229-4555 | 825 NE 20th Avenue, Suite F | Portland, Oregon 97232 |
| Pennsylvania | Pfanstiel, Christopher James (RPMPA012) | (412) 965-4207 | 5310 Perrysville Rd. | Pittsburgh, Pennsylvania 15229 |
| Tennessee | Cramer, Mark: BNA Property Management LLC (RPMTN011) | (615) 751-7094 | 2840 Summer Oaks Drive, Suite 103 | Bartlett, Tennessee 38134 |
| Texas | Cantu, Jennifer and Cantu, Sean (RPMTX027) | (361) 885-0500 | 5350 South Staples Street, Suite 345B | Corpus Christi, Texas 78411 |
| Texas* | Nguyen, Ben (RPMTX035) | (832) 701-0766 | 1505 Bonner Street | Houston, Texas 77007 |
| Texas* | Alrikabi, Ebi: Sugarland Property Solutions LLC (RPMTX060) | (281) 566-2580 | “2245 Texas Drive Suite 300” | Sugar Land, Texas 77479 |
| Virginia* | Clendenin, Don E.: DEC Real Estate Services LLC (RPMVA021) | (757) 937-2964 | “109 East Main Street Suite 412” | Norfolk, Virginia 23510 |
| Washington* | Peoples, Eric Levon (RPMWA016) | (805) 210-1394 | 119 N. Commercial Street, Suite 910 | Bellingham, Washington 98225 |

| Territory State | Owner/ Operating Principal | Phone Number | Address | City, State Zip |
|---|---|---|---|---|
| Wisconsin* | Madel, Zachary J.: ZM Management LLC (RPMWI008) | (920) 305-7077 | 2390 State Road 44 Suite A1 | Oshkosh, Wisconsin 54904 |

# EXHIBIT G

**RENEWAL ADDENDUM WITH TERMINATION OF ORIGINAL FRANCHISE AGREEMENT AND RELEASE**

# EXHIBIT G-1

**RENEWAL ADDENDUM WITH TERMINATION OF ORIGINAL FRANCHISE AGREEMENT AND RELEASE (GROSS REVENUE)**

# EXHIBIT G-1

(FOR GROSS REVENUE CALCULATION LEGACY FRANCHISEES)

**RENEWAL ADDENDUM WITH TERMINATION OF ORIGINAL FRANCHISE AGREEMENT AND RELEASE**

This RENEWAL ADDENDUM WITH TERMINATION OF FRANCHISE AGREEMENT AND RELEASE (this "Addendum") is entered into by and between Real Property Management SPV LLC, a Delaware limited liability company, having its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor"), and _____, individually, having an address of _____ ("Franchisee").

WHEREAS, Franchisor and Franchisee have entered into a franchise agreement dated as of ___ pursuant to which Franchisor has granted Franchisee a right and obligation to establish and operate a Real Property Management franchise using the Marks and the System in and for the Territory (the "Original Franchise Agreement"); and

WHEREAS, on the terms set forth below, Franchisor and Franchisee desire to terminate and cancel the Original Franchise Agreement; and

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a franchise agreement pursuant to which Franchisor has granted Franchisee a renewal license, granting Franchisee the right and obligation to continue operation of the franchise using the Marks and the System in and for the Territory (the "Agreement"); and

[WHEREAS, Franchisee acknowledges and agrees that Franchisee's execution of the Agreement is pursuant to Franchisee's last renewal option under the Original Franchise Agreement and Franchisee has no further rights of renewal; and]

WHEREAS, the parties have agreed to alter the terms stated in the Agreement, as provided herein to reflect the parties' intentions and the terms of renewal stated in the Original Franchise Agreement.

NOW, THEREFORE, that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Original Franchise Agreement is hereby terminated by mutual agreement, except for Franchisee's indemnification obligations thereunder.

2. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified specifically herein.

3. Franchisee agrees that the renewal fee will be collected via electronic ACH from Franchisee's bank account at signing of the Agreement, and Franchisee hereby represents and warrants to Franchisor that all other necessary action for the execution of this Addendum has been taken.

4. If Franchisee is executing the Agreement at least 60 days prior to the expiration date of the then-current term of the Original Franchise Agreement (such expiration date, the "Original FA Expiration Date"), then Section 4.A, Term, of the Agreement is hereby amended so that the term of the Agreement is the time period from the Effective Date of the Agreement until the Original FA Expiration Date, plus 10 years. (For example, if the Agreement was signed 12 months before the Original Franchise Agreement expires, the term of the Agreement would be 11 years).

[Because Franchisee is hereby exercising its last renewal option under the Original Franchise Agreement, Section 4.B (Renewal Term and Conditions of Renewal) of the Original Franchise Agreement is hereby deleted.]

5. Section 8.A, Initial License Fee, is amended to provide that no initial franchise fee shall be due upon execution of the Agreement.

6. Section 8.B, License Fee, is amended to provide that Franchisee must report and pay a monthly License Fee beginning the 1st month of the Agreement at the rate stated in the Agreement. Franchisee is renewing and it is the rate or amount stated in the renewal franchise agreement with the minimum License Fee calculated based on the cumulative number of months of service as a franchisee, including months as a franchisee under the existing franchise agreement and the number of months as a franchisee under the renewal franchise agreement. For the avoidance of doubt, the Minimum License Fee payment obligation (in the amount provided in the Agreement) begins the 1st month of the term of the Agreement.

7. Franchisee, for itself and each of its past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through Franchisee, in their corporate and individual capacities (collectively "Releasor"), hereby releases and forever discharges Franchisor and each of its predecessors, successors, affiliates, subsidiaries, assigns, past and present officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "Releasees"), from, in respect of and in relation to any and all claims, actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever related to the Original Franchise Agreement and the business operated thereunder or any other agreement between Releasor and Releasees, or the relationship between Releasor and Releasees, through the Effective Date (collectively, the "Claims"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between the Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date. For avoidance of doubt, the Releasor does not release Releasees from any obligations arising by virtue of the Agreement and any claims arising from the Releasees' failure to comply with those obligations or the Franchise Disclosure Document furnished to Franchisee as part of entering into the Agreement and the franchise laws that apply to the specific offer, sale and signing of the Agreement.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts

in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Addendum and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Addendum. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

This release is and shall be and remain a full, complete and unconditional general release. The Releasor acknowledges and agrees that this release is an essential, integral and material term of this Addendum. The Releasor further acknowledges and agrees that no violation of this Addendum shall void the release set forth herein.

8. Notwithstanding the releases contained herein, all rights and obligations created under this Addendum will specifically survive the execution of this Addendum and the releases contained herein.

9. Each person executing this Addendum on behalf of any of the parties hereto represents and warrants that he or she has been fully empowered to execute this Addendum and that all necessary action has been taken.

10. The provisions of this Addendum shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties.

11. Each of the parties hereto represents and warrants to each other party that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity or corporation whatsoever, any of the claims released hereunder. Each party agrees to indemnify and hold harmless each other party against any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

12. If any provision of this Addendum shall for any reason be held violative of any applicable law, governmental rule or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions herein shall not be held to invalidate the remaining provisions of this Addendum.

**< SIGNATURES APPEAR ON THE NEXT PAGE >**

Signed on this _____ day of _____, 20__ (the "Effective Date").

FRANCHISEE:

_____
_____, individually

Accepted as of the _____ day of _____, 20__, in _____.

FRANCHISOR:

REAL PROPERTY MANAGEMENT SPV LLC

BY:_____
Jeffrey Pepperney, President

# EXHIBIT G-2

**RENEWAL ADDENDUM WITH TERMINATION OF ORIGINAL FRANCHISE AGREEMENT AND RELEASE (NET MAINTENANCE REVENUE)**

# EXHIBIT G-2

**(FOR NET MAINTENANCE REVENUE CALCULATION LEGACY FRANCHISEES)**

**RENEWAL ADDENDUM WITH TERMINATION OF ORIGINAL FRANCHISE AGREEMENT AND RELEASE**

This RENEWAL ADDENDUM WITH TERMINATION OF FRANCHISE AGREEMENT AND RELEASE (this "Addendum") is entered into by and between Real Property Management SPV LLC, a Delaware limited liability company, having its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor"), and _____, individually, having an address of _____ ("Franchisee").

WHEREAS, Franchisor and Franchisee have entered into a franchise agreement dated as of ___ pursuant to which Franchisor has granted Franchisee a right and obligation to establish and operate a Real Property Management franchise using the Marks and the System in and for the Territory (the "Original Franchise Agreement"); and

WHEREAS, on the terms set forth below, Franchisor and Franchisee desire to terminate and cancel the Original Franchise Agreement; and

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a franchise agreement pursuant to which Franchisor has granted Franchisee a renewal license, granting Franchisee the right and obligation to continue operation of the franchise using the Marks and the System in and for the Territory (the "Agreement"); and

[WHEREAS, Franchisee acknowledges and agrees that Franchisee's execution of the Agreement is pursuant to Franchisee's last renewal option under the Original Franchise Agreement and Franchisee has no further rights of renewal; and]

WHEREAS, the parties have agreed to alter the terms stated in the Agreement, as provided herein to reflect the parties' intentions and the terms of renewal stated in the Original Franchise Agreement.

NOW, THEREFORE, that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Original Franchise Agreement is hereby terminated by mutual agreement, except for Franchisee's indemnification obligations thereunder and as otherwise stated in Section 7 of this Addendum.

2. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified specifically herein.

3. Franchisee agrees that the renewal fee will be collected via electronic ACH from Franchisee's bank account at signing of the Agreement, and Franchisee hereby represents and warrants to Franchisor that all other necessary action for the execution of this Addendum has been taken.

4. If Franchisee is executing the Agreement at least 60 days prior to the expiration date of the then-current term of the Original Franchise Agreement (such expiration date, the "Original FA Expiration Date"), then Section 4.A, Term, of the Agreement is hereby amended so that the term of the Agreement is the time period from the Effective Date of the Agreement until the Original FA Expiration Date, plus 10 years. (For example, if the Agreement was signed 12 months before the Original Franchise Agreement expires, the term of the Agreement would be 11 years).

[Because Franchisee is hereby exercising its last renewal option under the Original Franchise Agreement, Section 4.B (Renewal Term and Conditions of Renewal) of the Original Franchise Agreement is hereby deleted.]

5. Definitions. Due to the Royalty/License Fee structure contained in this Addendum, the following terms shall be added to the Agreement:

["Gross Sales" include the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Business whether under any of the Marks or otherwise, including, without limitation, all proceeds from any business interruption insurance, minus Maintenance Revenues. Gross Sales exclude sales taxes collected from Customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing."][1]

["Non-Maintenance Gross Sales" include the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of or in connection with your Business whether under any of the Marks or otherwise, including, without limitation, all proceeds from any business interruption insurance, *minus* Maintenance Revenues. Non-Maintenance Gross Sales exclude sales taxes collected from Customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing.][2]

["Maintenance Revenues" means all gross revenue derived from repairs and maintenance services to real property or equipment, such as, but not limited to, painting, lawn care, preventative maintenance, cleaning, plumbing, and general repairs to real property or equipment, whether such gross revenue is generated by (i) Franchisee; (ii) any business entity that controls, is controlled by, or is under common control with Franchisee; or (iii) any person or family member of any person with an ownership interest in Franchisee, less pass-through expenses, such as costs of outside vendors. Any such pass-through expenses must be accounted for through your Trust Account and your business operating account. Maintenance Revenues exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing.] [3]

6. Section 8.A, Initial Franchise Fee, is amended to provide that no initial franchise fee shall be due upon execution of the Agreement.

7. Section 8.B, Royalty/License Fee, is amended to provide that Franchisee must report and pay a monthly Royalty/License Fee beginning the 1st month of the Agreement, with the rate of Royalty/License Fees to apply as follows:[4]

---

[1] NTD: Defined term based on term in Original Franchise Agreement.

[2] NTD: Defined term based on term in Original Franchise Agreement.

[3] NTD: Defined term based on term in Original Franchise Agreement.

[4] NTD: Will vary based on starting Royalty/License Fee Rate.

| Time Period | Royalty/License Fee Rate (as applicable) for Maintenance Revenue | Royalty/License Fee Rate (as applicable) for Non-Maintenance Gross Sales/Gross Sales |
|---|---|---|
| The first 24 months immediately after the Effective Date of the Agreement | [__%] | [__%] |
| Months 25-36 | [__%] | [__%] |
| Months 37-48 | [__%] | [__%] |
| Months 49-60 | [__%] | [__%] |
| Months 61-72 | [__%] | [__%] |
| Months 73-84 | [__%] | [__%] |
| Months 85-96 | [__%] | [__%] |
| Months 97-108 | [__%] | [__%] |
| Months 109-120 | [__%] | [__%] |

As outlined above, for the first 24 months immediately following the Effective Date, the Royalty/License Fee rate for Maintenance Revenue and Non-Maintenance Gross Sales/Gross Sales will be the same rate as set forth in the Original Franchise Agreement. Beginning in Month 25 of the Agreement, the Royalty/License Fee rate based on Maintenance Revenue shall increase by .25% every 12 months until such time that it matches the Royalty/License Fee rate of Gross Sales/Non-Maintenance Gross Sales under the Original Franchise Agreement (the "Standardized License Fee Rate"). The Royalty/License Fee rate based on Gross Sales/Non-Maintenance Gross Sales shall not increase. Starting with the month immediately following the month in which the Standardized License Fee Rate is met, Franchisee shall pay a License Fee equal to the Standardized License Fee Rate times Real Revenue (as defined in the Agreement).

Thereafter, the License Fee rate based on Real Revenue shall increase by .25% every 12 months until the Standardized License Fee Rate is 8% and, from that point through the end of the term, Franchisee shall pay 8% of Real Revenue as the License Fee.

Notwithstanding the foregoing, the Minimum License Fee payment obligation (in the amount provided in the Agreement) begins the 1st month of the term of the Agreement with the minimum License Fee calculated based on the cumulative number of months of service as a franchisee, including months as a franchisee under the Original Franchise Agreement and the number of months as a franchisee under the Agreement.

For the avoidance of doubt, prior to the transition of paying a License Fee based on Real Revenue, with respect to provision in the Agreement governing Franchisee's reporting obligations, audit compliance and underreporting that use the term "Real Revenue", Franchisee shall also be required to report Gross Sales/Non-Maintenance Gross Sales and Maintenance Revenues.

For the avoidance of doubt, once Franchisee is required to pay a License Fee based on Real Revenue, Franchisee shall not be required to pay any Royalty/License Fee based on Gross Sales/Non-Maintenance Gross Sales or Maintenance Revenues.

As an example, if the Non-Maintenance Gross Sales rate is 7% under the Original Franchise Agreement, and the Maintenance Revenues rate in the table above is 6.75% in Months 85-96, then, Franchisee shall pay a License Fee of 7% of Real Revenue for Months 97 to 108 and 7.25% for Months 109-120 (and will increase every 12 months thereafter).

8. Franchisee, for itself and each of its past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through Franchisee, in their corporate and individual capacities (collectively "Releasor"), hereby releases and forever discharges Franchisor and each of its predecessors, successors, affiliates, subsidiaries, assigns, past and present officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "Releasees"), from, in respect of and in relation to any and all claims, actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever related to the Original Franchise Agreement and the business operated thereunder or any other agreement between Releasor and Releasees, or the relationship between Releasor and Releasees, through the Effective Date (collectively, the "Claims"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between the Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date. For avoidance of doubt, the Releasor does not release Releasees from any obligations arising by virtue of the Agreement and any claims arising from the Releasees' failure to comply with those obligations or the Franchise Disclosure Document furnished to Franchisee as part of entering into the Agreement and the franchise laws that apply to the specific offer, sale and signing of the Agreement.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Addendum and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Addendum. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

This release is and shall be and remain a full, complete and unconditional general release. The Releasor acknowledges and agrees that this release is an essential, integral and material term of this Addendum. The Releasor further acknowledges and agrees that no violation of this Addendum shall void the release set forth herein.

9. Notwithstanding the releases contained herein, all rights and obligations created under this Addendum will specifically survive the execution of this Addendum and the releases contained herein.

10. Each person executing this Addendum on behalf of any of the parties hereto represents and warrants that he or she has been fully empowered to execute this Addendum and that all necessary action has been taken.

11. The provisions of this Addendum shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties.

12. Each of the parties hereto represents and warrants to each other party that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity or corporation whatsoever, any of the claims released hereunder. Each party agrees to indemnify and hold harmless each other party against any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of, or in connection with any such transfer or assignment or purported transfer or assignment.

13. If any provision of this Addendum shall for any reason be held violative of any applicable law, governmental rule or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions herein shall not be held to invalidate the remaining provisions of this Addendum.

**< SIGNATURES APPEAR ON THE NEXT PAGE >**

Signed on this _____ day of _____, 20__ (the "Effective Date").

FRANCHISEE:

_____
_____, individually

Accepted as of the _____ day of _____, 20__, in _____.

FRANCHISOR:

REAL PROPERTY MANAGEMENT SPV LLC

BY:_____
Jeffrey Pepperney, President

# EXHIBIT H

## GENERAL RELEASE

This GENERAL RELEASE (this "Release") is made and executed by [NAME], individually ("you"), as of _____ ("Effective Date").

WHEREAS, you entered into a franchise agreement dated _____ with Real Property Management SPV LLC ("us"), and [*describe facts*].

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, you agree as follows:

You, for yourself and each of your past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through you, in their corporate and individual capacities (collectively "Releasor"), hereby releases and forever discharges us and each of our predecessors, successors, affiliates, subsidiaries, assigns, past and present officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "Releasees"), from, in respect of and in relation to any and all claims, actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever, through the Effective Date (collectively, the "Claims"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of any agreement between the Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Release and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Release. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

This Release is and shall be and remain a full, complete and unconditional general release.

_____
Name, individually

STATE OF _____ §
§
COUNTY OF _____ §

I hereby certify that before me, a notary public, personally appeared [NAME] who made oath in due form of law that s/he was executing the foregoing General Release for the purposes therein contained.

As witness, my hand and Notarial Seal on _____, 20___.

_____
Notary Public

My Commission Expires: _____

# EXHIBIT I

## BACKOFFICE

## BOOKKEEPING ASSISTANCE PROGRAM SERVICE AGREEMENT

### Bookkeeping Assistance Program Service Agreement

This Agreement made and entered into this ____ day of _____, 20__, by and between BackOffice SPV LLC of 1010 North University Parks Drive, Waco, Texas 76707 hereinafter referred to as "BackOffice" and _____ of _____ hereinafter referred to as "Client" or "You."

1. **Definitions**. Whenever used in this Agreement, the following words and terms have the following meanings:

a. "**Data**" is any information provided to BackOffice by Client to be entered into the Franchisor approved property management software, or for the purpose of fulfilling the terms and/or purposes of this Agreement.

b. "**Franchisor**" is Real Property Management SPV LLC, located at 1010 North University Parks Drive, Waco, Texas 76707.

c. "**Proprietary Information**" is any information, including, but not limited to, technical or non-technical data, compilations, computer software, methods, techniques, processes, financial data, strategic plans, lists of actual or potential customers or vendors which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

d. "**Property Management Software**" is the Franchisor-approved proprietary, co-branded software used by BackOffice into which data will be entered under this Agreement, currently AppFolio.

The parties hereby mutually acknowledge as follows:

2. **BackOffice Obligations**. During the Term of this Agreement, BackOffice agrees to perform the following services for Client after Client provides the required Data to BackOffice:

a. Enter Data into the Property Management Software.

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 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 you via E-mail.

c. Enter data into the Property Management Software, including without limitation, (i) entering owner checks (owner draws); (ii) entering necessary journal entries and adjustments; (iii) entering or

calculating management fees; (iv) entering all debit/credit card transactions; (v) processing all invoices/bills; (vi) calculating all late fees; (vii) entering all automatic withdrawals and transfers; (viii) performing regular bank reconciliations; and (ix) providing and monitor regular reports.

d. Work with Client in a combined effort to match Franchisor's best practices with Client's business and train on processing all rent and other payments

BackOffice 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. BackOffice 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.

3. **Client Obligations**. During the Term of this Agreement Client agrees to:

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

b. Enter Data under the receivables section of the Property Management Software (i) all of your rent payments; (ii) your non-refundable deposit charges and payments; (iii) your application fee charges and payments; (iv) your move-in calculation charges and payments; (v) your move-out calculation charges and payments; (vi) adjustments; (vii) refunds; (viii) your application fee payment; (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 BackOffice and work with BackOffice in a combined effort to match Franchisor's best practices with Client's business.

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

e. Provide to BackOffice read only access to all bank and business credit card accounts, for verification and reconciliation purposes.

f. Enter all information in the Maintenance section of the Property Management Software, except for the actual invoice for the work, and provide the invoice to BackOffice.

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

h. Enter 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. Allow BackOffice to automatically withdraw royalties and other fees due to Franchisor.

If, upon entering into this agreement, there are any data-entry issues to be corrected by BackOffice, which determination will be made by BackOffice, there will be an additional charge at the market hourly rate, currently $75.00 (Seventy-Five Dollars) per hour (subject to an increase but not more than by 30% annually), in order for BackOffice to correct the data entry error.

Client 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 Client in the Property Management Software in order to fully utilize the software's features.

Client further agrees and acknowledges that BackOffice may share any and all Data and financial information of Client collected or made known to BackOffice during the term of this Agreement, with Franchisor and its officers, directors and employees for purposes, including, but not limited to, of calculating royalties, determining and analyzing financial health of Client, and creating financial performance representations.

4. **Term**. This Agreement shall be in effect for at least the first 12 months of operation as an active franchisee of Franchisor according to Client's Franchise Agreement with Franchisor. After 12 months of operation, and once Client is managing at least 100 properties, Client may request that BackOffice determine if Client meets the criteria established by BackOffice to discontinue Client's use of the BackOffice Bookkeeping Assistance Program. Such request must be received by BackOffice at least 90 days prior to Client discontinuing its use of the BackOffice Bookkeping Assistance Program. If such request is approved by BackOffice, in consultation with Franchisor, the contractual relationship between Client and BackOffice will be then defined between the parties. Subsequent to termination of the Bookkeeping Assistance Program, Client will continue with HelpDesk Plus for a minimum of 6 months.

5. **Termination and Breach**. This Agreement terminates immediately upon termination or expiration of Client's Franchise Agreement with Franchisor. BackOffice may also terminate this Agreement for Client's failure to provide Data to BackOffice or for Client's failure to maintain a valid Property Management Software subscription if such breach is not cured within 30 days after BackOffice provides Client notice of the breach.

6. **Fees**. All services performed by BackOffice under this Agreement are to be prepaid. The cost of services provided under this Agreement is BackOffice's market rate, currently $17.00 per active (according to the Property Management Software) unit per month, regardless of occupancy status, with a minimum fee of $400.00 per month. The market rate may be adjusted by BackOffice at its discretion upon 30 days' notice to Client. Fees due for the following month will be assessed on the 15th of the previous month, and payments to BackOffice will be automatically deducted by the 15th day of the month by ACH.

A "catch-up" fee also applies based on the net increase of units per month, as all fees are prepaid for the coming month. By way of example, if you have 40 units on the 15th of March, you will pay all fees due for the month of April on that date, based on 40 units. If, on April 15th, you have 50 units, then on that date you will pay for the services rendered for those additional 10 units, as well as pay all fees due for the month of May, based on 50 units.

7. **Indemnification**. Both during and after BackOffice provides the above services to Client, Client will indemnify, defend and hold BackOffice and its directors, officers, affiliates, agents and employees harmless from and against any and all liabilities, suits, claims, losses, damages and expenses, including reasonable attorneys' fees and costs arising out of or related to the failure of any of the representations or warranties made by Client, any acts or omissions of Client, or any breach of any obligation or duty under this Agreement.

8. **Limitation of Liability**. IN NO EVENT SHALL BACKOFFICE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, DIMINUTION IN VALUE OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF

CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BACKOFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FURTHER, IN NO EVENT SHALL BACKOFFICE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION UNDER THIS SECTION SHALL NOT APPLY TO LIABILITY RELATED TO BACKOFFICE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Client is solely responsible for ensuring that all services performed by BackOffice comply with all applicable state laws and regulations.

9. **Disclaimer of Warranties**. EXCEPT AS OTHERWISE SET FORTH HEREIN, BACKOFFICE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10. **Confidentiality**. Both during and after the term of this Agreement, Client will not disclose any Proprietary Information or the terms of this Agreement to any third party without the written consent of BackOffice.

11. **Additional Work or Changes**. Any additional work or changes that BackOffice must perform that are not specified in this Agreement or any other amendment to this Agreement must be in writing and mutually agreed upon (e-mail will be sufficient). BackOffice will charge the current market rate of $75.00 (Seventy-Five Dollars) per hour for any additional work or changes. This charge is subject to market increases (but not more than by 30% annually) at the discretion of BackOffice upon thirty-days prior written notice to Client and Franchisor.

12. **Independent Contractor**. Nothing in this Agreement will be deemed to create a partnership, joint venture, or principal and agent relationship between the parties. BackOffice is acting as an independent contractor of Client. Neither party shall have any right to obligate or bind the other party in any manner.

13. **No Legal or Tax Advice.** Both Parties acknowledge and agree that no service or product provided by BackOffice shall be considered or construed as legal or tax advice. Client is fully responsible for ensuring legal sufficiency of any and all services or products provided by BackOffice.

14. **Force Majeure**. BackOffice shall not be liable to Client, nor be deemed in default or breach of this Agreement for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by or results from any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement.

15. **Assignment**. Client may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of BackOffice. Any purported assignment or delegation in violation of this Section is null, void and of no effect.

16. **Notice**. All notices and other communications hereunder shall be in writing and addressed to the parties at the address set forth in this Agreement or to such other address as may be designated by the party in writing. All notices shall be effective upon receipt and must be delivered by personal delivery, nationally recognized overnight courier, with all fees prepaid, or certified or registered mail, postage prepaid and return receipt requested.

17. **Governing Law and Venue**. This Agreement will be construed in accordance with the laws of the State of Texas, and jurisdiction and venue of any matters for disputes relating to this Agreement will be vested exclusively in the courts located in Waco, McLennan County, Texas.

18. **Severability**. If any provision of this Agreement is held unenforceable, then such provision will be modified, if possible, or removed to reflect, as near as possible, the parties' intentions. All remaining provisions of this Contract shall remain in full force and effect.

19. **Waiver**. No waiver by BackOffice of any of the provision of this Agreement is effective unless expressly set forth in writing and signed by BackOffice. No failure to exercise, or delay in exercising, any rights, remedies, powers or privileges arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. **Amendments or Modifications**. This Agreement may only be amended or modified in a writing signed by each party.

21. **Headings**. The headings used in this Agreement are for convenience only and do not affect the validity or interpretation of the provisions to which they refer.

22. **Entire Agreement**. This Agreement constitutes the entire Agreement and understanding between the parties, superseding all other agreements, whether oral or written, in regards to the subject matter herein. This Agreement does not, however, diminish any obligations of Client required by the Franchise Agreement or other agreement with Franchisor, nor does it diminish any rights of Franchisor found in the Franchise Agreement or other agreement.

**BackOffice:**
BackOffice SPV LLC
1010 North University Parks Drive
Waco, Texas 76707

By: _____
Jeffrey Pepperney, President

**Client:**

_____
_____
_____

**By:** _____

# Exhibit J

## HelpDesk+ Service Agreement

This HelpDesk+ Service Agreement (this "Agreement") is made and entered into this __ day of _____, 20__, by and between BackOffice SPV LLC with its principal business address at 1010 North University Parks Drive, Waco, Texas 76707, hereinafter referred to as "BackOffice", and _____ with its principal business address at _____ _____ hereinafter referred to as "Client" or "You."

The parties hereby mutually acknowledge and agree to the following:

1. **Definitions**. Whenever used in this Agreement, the following words and terms have the following meanings:

a. "**Data**" is any information provided by Client for the purpose of fulfilling the terms and/or purposes of this Agreement.

b. "**Franchisor**" is Real Property Management SPV LLC located at 1010 North University Parks Drive, Waco, Texas 76707.

c. "**Proprietary Information**" is any information, including, but not limited to, technical or non-technical data, compilations, computer software, methods, trade secrets, techniques, processes, financial data, strategic plans, lists of actual or potential customers or vendors of Franchisor or BackOffice, which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

d. "**AppFolio**" is the proprietary, co-branded software used by BackOffice from which Data will be gathered under this Agreement.

2. **BackOffice Obligations**. During the Term of this Agreement, BackOffice agrees to perform the following services for Client:

a. Reconcile bank accounts accounted for in Client's AppFolio account within one calendar month of the end of the period provided that the necessary statements are provided to BackOffice within five days of the end of such period; provide answers to reasonable questions; and troubleshoot reasonable issues related to certain accounting, data entry, and bookkeeping procedures in relation to AppFolio. BackOffice is not liable for any fees, costs or damages related to any delay in services resulting from Client's failure to timely provide information to BackOffice as required under this Section.

b. Other services as may be necessary to fulfill the terms and/or purposes of this Agreement or to otherwise assist Client. BackOffice services under this Agreement will be limited to six hours per month of BackOffice's employees' time. Additional time will be billed at BackOffice's then-current market rate.

c. BackOffice will in no way provide, advise, or consult regarding any services related to tax issues (federal, state, or local), unless otherwise engaged in writing, which would require additional fees.

3. **Client Obligations**. During the term of this Agreement, Client agrees to:

a. Keep its AppFolio subscription current at all times during the term of this agreement in order for BackOffice to perform its obligations.

b. Within AppFolio, upload information, record data, change settings, create or edit users, or perform any other actions BackOffice requests that BackOffice deems necessary in order to reconcile the bank accounts or to answer or troubleshoot what Client is asking or requesting.

c. Allow BackOffice to access Client's AppFolio accounts and have administrative rights whenever necessary in order to comply with its obligations.

d. Provide BackOffice with read-only access to Client's bank and business credit card accounts to enable BackOffice to view transactions and monthly statements. Client will be responsible for any bank fees incurred as a result of inquiries or requested copies.

e. Provide any additional information necessary for BackOffice to answer or troubleshoot what Client is asking or requesting. BackOffice will only be obligated to reconcile bank accounts within one calendar month of the end of the period if Client provides BackOffice with all necessary statements within five days of the end of such period and all other necessary information within two business days of receiving a request from BackOffice.

f. Review, verify and inform BackOffice of any errors and all data that is entered or changed by BackOffice.

4. **Term**. This Agreement shall be in effect on a month-to-month basis until either party gives notice of termination. Client must provide BackOffice notice of termination at least five days' written notice prior to the end of the calendar month or Client will be charged for the following calendar month as further set forth herein.

5. **Termination and Breach.** BackOffice may terminate this Agreement for Client's failure to provide Data to BackOffice, Client's failure to maintain an active and valid AppFolio subscription, or for termination of Client's Franchise Agreement.

6. **Fees**. All services performed by BackOffice under this Agreement are to be prepaid. The cost of the services offered under this Agreement is BackOffice's market rate, currently $400.00 per month. Because this is a month-to-month agreement, the fees for subsequent months may be altered by BackOffice upon 30 days' notice to Client. Fees due for the following month will be automatically deducted by the 25th of the prior month via ACH. Fees will not be pro-rated to reflect actual dates of engagement or termination, but will be charged in whole-month increments in the month engaged and the month terminated. Any additional time required by Client beyond the six hours provided hereunder will incur an additional fee at the market hourly rate, currently $75.00 which may be billed in 15 minute increments. These additional fees will be deducted by the 25th of the subsequent month via ACH.

7. **Indemnification**. Both during and after BackOffice provides the above services to Client, Client will indemnify, defend and hold BackOffice and its directors, officers, affiliates, agents and employees harmless from and against any and all liabilities, suits, claims, losses, damages and expenses, including reasonable attorneys' fees and costs arising out of or related to the failure of any of the representations or warranties made by Client, any acts or omissions of Client, or any breach of any obligation or duty under this Agreement.

8. **Limitation of Liability**. IN NO EVENT SHALL BACKOFFICE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, DIMINUTION IN VALUE OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BACKOFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FURTHER, IN NO EVENT SHALL BACKOFFICE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION UNDER THIS SECTION SHALL NOT APPLY TO LIABILITY RELATED TO BACKOFFICE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Client is solely responsible for ensuring that all services performed by BackOffice comply with all applicable state laws and regulations.

9. **Disclaimer of Warranties**. EXCEPT AS OTHERWISE SET FORTH HEREIN, BACKOFFICE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10. **Confidentiality**. Both during and after the term of this Agreement, client will not disclose any Proprietary Information or the terms of this Agreement to any third party without the written consent of BackOffice.

11. **Data Sharing with Franchisor**. Client agrees and acknowledges that BackOffice may share any and all Data and financial information of Client collected or made known to BackOffice during the term of this Agreement with Franchisor and its officers, directors, and employees, as BackOffice deems necessary.

12. **Independent Contractor**. Nothing in this Agreement will be deemed to create a partnership, joint venture, employment, principal, or agency relationship between the parties in any form or fashion. BackOffice is acting as an independent contractor of Client. Neither party shall have any right to obligate or bind the other party in any manner.

13. **Compliance with Laws**. Client agrees and acknowledges that it is Client's responsibility to ensure that any information provided or work performed by BackOffice pursuant to this Agreement is compliant with laws and regulations that govern Client.

14. **No Legal or Tax Advice.** Both Parties hereby agree and acknowledge that no service, discussion, information, or product provided by BackOffice shall be considered or construed as legal or tax advice.

Client is fully responsible for ensuring legal sufficiency of the services and products produced by BackOffice, and Client agrees and acknowledges that it has had full opportunity to discuss any of the above with legal counsel to ensure legality.

15. **Force Majeure**. BackOffice shall not be liable to Client nor be deemed in default or breach of this Agreement for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by or results from any event or circumstance, regardless of whether it was foreseeable, that was not caused by BackOffice and that prevents BackOffice from complying with any of its obligations under this Agreement.

16. **Assignment**. Client may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of BackOffice. Any purported assignment or delegation in violation of this Section is null, void and of no effect.

17. **Notice**. All notices and other communications hereunder shall be in writing and addressed to the parties at the address set forth in this Agreement or to such other address as may be designated by the party in writing. All notices shall be effective upon receipt and must be delivered by personal delivery, nationally recognized overnight courier, with all fees prepaid, or certified or registered mail, postage prepaid and return receipt requested.

18. **Governing Law and Venue**. This Agreement will be construed in accordance with the laws of the State of Texas, and jurisdiction and venue of any matters for disputes relating to this Agreement will be vested exclusively in the courts located in Waco, McLennan County, Texas.

19. **Severability**. If any provision of this Agreement is held unenforceable, such provision will be modified, if possible, to reflect, as near as possible, the parties' intentions. All remaining provisions of this Contract shall remain in full force and effect.

20. **Waiver**. No waiver by BackOffice of any provision of this Agreement is effective unless expressly set forth in writing and signed by BackOffice. No failure to exercise, or delay in exercising, any rights, remedies, powers or privileges arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. **Amendments or Modifications**. This Agreement may only be amended or modified in a writing signed by each party.

22. **Headings.** The headings used in this Agreement are for convenience only and do not affect the language of the provisions to which they refer.

23. **Entire Agreement**. This Agreement constitutes the entire Agreement and understanding between the parties, superseding all other agreements, whether oral or written, in regards to the subject matter hereof. This Agreement does not diminish any applicable obligations of Client required by the Bookkeeping Assistance Program Agreement or any other Agreement with BackOffice, nor does it diminish any rights of BackOffice found in the Bookkeeping Assistance Program Agreement or any other agreement. This Agreement does not diminish or alter any obligations of Client required by the Franchise Agreement or any other agreement with Franchisor, nor does it diminish any rights of Franchisor found in the Franchise Agreement or any other agreement.

**BackOffice:**

BackOffice SPV LLC
1010 North University Parks Drive
Waco, Texas 76707

By: _____

**Client:**

Franchise Name & ID: _____

Street Address: _____

City, State, Zip: _____

Client Name: _____

Client Signature: _____

# EXHIBIT K




## ENROLLMENT FORM

Franchise ID _____ Franchise Name _____

Street Address: _____

City, State, Zip: _____

Bank Review Contact Person (Accounting manager): _____

Bank Review Contact Person Email Address: _____ Phone: _____

---

QUARTERLY BANK REVIEW AGREEMENT

This Quarterly Bank Review Agreement (this "Agreement") is made and entered into this __ day of _____, 20__, by and between BackOffice SPV LLC with its principal business address at 1010 North University Parks Drive, Waco, Texas 76707, hereinafter referred to as "BackOffice", and _____ (franchise name) with its principal business address at _____ hereinafter referred to as "Client" or "You."

The Terms of Service attached to this enrollment form and Quarterly Bank Review Agreement is incorporated herein and is a part of this enrollment form. By my signature below, I attest that I have read and agree with the Terms of Service.

**Client:**

Client Name: _____

Client Signature: _____

**BackOffice:**

BackOffice SPV LLC
1010 North University Parks Drive
Waco, Texas 76707

By: _____

# Quarterly Bank Review Agreement
# TERMS OF SERVICE

The parties hereby mutually acknowledge and agree to the following:

1. **Definitions**. Whenever used in this Agreement, the following words and terms have the following meanings:

a. "**Data**" is any information provided by Client for the purpose of fulfilling the terms and/or purposes of this Agreement.

b. "**Franchisor**" is Real Property Management SPV LLC located at 1010 North University Parks Drive, Waco, Texas 76707.

c. "**Proprietary Information**" is any information, including, but not limited to, technical or non-technical data, compilations, computer software, methods, trade secrets, techniques, processes, financial data, strategic plans, lists of actual or potential customers or vendors of Franchisor or BackOffice, which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

d. "**AppFolio**" is the proprietary, co-branded software used by BackOffice from which Data will be gathered under this Agreement. AppFolio is also referred to in this Agreement as "**Property Management Software**".

2. **BackOffice Obligations**. During the Term of this Agreement, BackOffice agrees to perform the following services for Client:

a. Review Client's bank accounts reconciled by Client or Client's accountant as accounted for in Client's AppFolio account. BackOffice shall perform the first of such reviews immediately after the execution of this Agreement and every ninety (90) days thereafter.

b. BackOffice shall complete its quarterly review within 45 days after the end of each quarter.

c. At the conclusion of each review, BackOffice shall, by phone and in writing, provide a report of its findings to Client, which may include the following:

i. Missed bank transfers;
ii. Outstanding check issues;
iii. Off-setting unreconciled transaction; and
v. Trust balance issues.

d. BackOffice is not liable for any missing information and fees, costs or damages related to incorrect or incomplete reconciliation of bank accounts. BackOffice's services under this Agreement is limited to reviewing bank account reconciliations and identifying possible and

existing issues with Client's bank account reconciliations. It is the Client's sole responsibility to make changes and corrections based on the report received from BackOffice.

e. BackOffice will in no way provide, advise, or consult regarding any services related to tax issues (federal, state, or local) under this Agreement.

3. **Client Obligations**. During the term of this Agreement, Client agrees to:

a. Keep its Property Management Software subscription current at all times during the term of this Agreement in order for BackOffice to perform its obligations.

b. Ensure that bank accounts are reconciled in a timely manner and are completed prior to each scheduled review.

c. Allow BackOffice to access Client's Property Management Software account and have administrative rights whenever necessary in order to comply with its obligations.

d. Provide BackOffice with read-only access to Client's online banking to enable BackOffice to view transactions and bank statements or provide bank statements to BackOffice within twenty-four hours when requested. Client will be responsible for any bank fees incurred as a result of inquiries or requested copies.

e. Provide any additional information necessary for BackOffice to complete its review.

4. **Term**. This Agreement shall be in effect until either party gives notice of termination. Either party may terminate this Agreement at any time by providing the other a notice of termination in writing at least thirty (30) days prior to the next scheduled review.

5. **Termination and Breach.** BackOffice may terminate this Agreement for Client's failure to maintain an active and valid Property Management Software subscription, make payment or for termination of Client's Franchise Agreement.

6. **Fees**. All services performed by BackOffice under this Agreement are to be prepaid. The cost of the services offered under this Agreement is $350.00 for the first review and $250 for each subsequent review performed under this Agreement review. The fee for the first review is due at the execution of this Agreement. The fee for any subsequent reviews will be automatically deducted via ACH on the 25th of the month prior to the scheduled review.

7. **Indemnification**. Both during and after BackOffice provides the above services to Client, Client will indemnify, defend and hold BackOffice and its directors, officers, affiliates, agents and employees harmless from and against any and all liabilities, suits, claims, losses, damages and expenses, including reasonable attorneys' fees and costs arising out of or related to the failure of any of the representations or warranties made by Client, any acts or omissions of Client, or any breach of any obligation or duty under this Agreement.

8. **Limitation of Liability**. IN NO EVENT SHALL BACKOFFICE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, DIMINUTION IN VALUE OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF

CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BACKOFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FURTHER, IN NO EVENT SHALL BACKOFFICE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION UNDER THIS SECTION SHALL NOT APPLY TO LIABILITY RELATED TO BACKOFFICE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Client is solely responsible for ensuring that all services performed and recommendations given by BackOffice comply with all applicable state laws and regulations.

9. **Disclaimer of Warranties**. EXCEPT AS OTHERWISE SET FORTH HEREIN, BACKOFFICE MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10. **Confidentiality**. Both during and after the term of this Agreement, Client will not disclose any Proprietary Information or the terms of this Agreement to any third party without the written consent of BackOffice.

11. **Data Sharing with Franchisor**. Client agrees and acknowledges that BackOffice may share any and all Data and financial information of Client collected or made known to BackOffice during the term of this Agreement with Franchisor and its officers, directors, and employees, as BackOffice deems necessary.

12. **Independent Contractor**. Nothing in this Agreement will be deemed to create a partnership, joint venture, employment, principal, or agency relationship between the parties in any form or fashion. BackOffice is acting as an independent contractor of Client. Neither party shall have any right to obligate or bind the other party in any manner.

13. **Compliance with Laws**. Client agrees and acknowledges that it is Client's responsibility to ensure that any information provided or work performed by BackOffice pursuant to this Agreement is compliant with laws and regulations that govern Client.

14. **No Legal or Tax Advice.** Both Parties hereby agree and acknowledge that no service, discussion, information, or product provided by BackOffice shall be considered or construed as legal or tax advice. Client is fully responsible for ensuring legal sufficiency of the services and products produced by BackOffice, and Client agrees and acknowledges that it has had full opportunity to discuss any of the above with legal counsel to ensure legality.

15. **Force Majeure**. BackOffice shall not be liable to Client nor be deemed in default or breach of this Agreement for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by or results from any event or circumstance, regardless of whether it was foreseeable, that was not caused by BackOffice and that prevents BackOffice from complying with any of its obligations under this Agreement.

16. **Assignment**. Client may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of BackOffice. Any purported assignment or delegation in violation of this Section is null, void and of no effect.

17. **Notice**. All notices and other communications hereunder shall be in writing and addressed to the parties at the address set forth in this Agreement or to such other address as may be designated by the party in writing. All notices shall be effective upon receipt and must be delivered by personal delivery, nationally recognized overnight courier, with all fees prepaid, or certified or registered mail, postage prepaid and return receipt requested.

18. **Governing Law and Venue**. This Agreement will be construed in accordance with the laws of the State of Texas, and jurisdiction and venue of any matters for disputes relating to this Agreement will be vested exclusively in the courts located in Waco, McLennan County, Texas.

19. **Severability**. If any provision of this Agreement is held unenforceable, such provision will be modified, if possible, to reflect, as near as possible, the parties' intentions. All remaining provisions of this Contract shall remain in full force and effect.

20. **Waiver**. No waiver by BackOffice of any provision of this Agreement is effective unless expressly set forth in writing and signed by BackOffice. No failure to exercise, or delay in exercising, any rights, remedies, powers or privileges arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. **Amendments or Modifications**. This Agreement may only be amended or modified in a writing signed by each party.

22. **Headings.** The headings used in this Agreement are for convenience only and do not affect the language of the provisions to which they refer.

23. **Entire Agreement**. This Agreement constitutes the entire Agreement and understanding between the parties, superseding all other agreements, whether oral or written, in regards to the subject matter hereof. This Agreement does not diminish or alter any obligations of Client required by the Franchise Agreement or any other agreement with Franchisor, nor does it diminish any rights of Franchisor found in the Franchise Agreement or any other agreement.

# EXHIBIT L

**Property Management Software Agreement**

**Available at Terms of Service - Terms of Service - AppFolio Property Manager Plus**

# EXHIBIT M

## SOFTWARE SYSTEM USER & MAINTENANCE AGREEMENT

**SOFTWARE SYSTEM USER & MAINTENANCE AGREEMENT**

This SOFTWARE SYSTEM USER & MAINTENANCE AGREEMENT (this "Agreement") is entered into on this _____ day of _____, 20__ (the "Effective Date") by and between **REAL PROPERTY MANAGEMENT SPV LLC**, a Delaware limited liability company with an address of 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor"), and _____, a(n) _____, having an address of _____ ("Franchisee").

**WHEREAS**, contemporaneously with the execution of this Agreement, the parties are entering into a franchise agreement and/or an Amendment to an existing Franchise Agreement ("Franchise Agreement") pursuant to which Franchisor is granting to Franchisee the right to operate a Real Property Management franchise and Franchisee is agreeing to undertake the obligations of a Real Property Management franchisee. One of Franchisee's obligations under the Franchisee Agreement is to install, maintain and upgrade such computer hardware, software and Internet access as Franchisor may periodically require.

**WHEREAS**, Franchisor requires all of its franchisees to use a computer software identified on **Exhibit "A"** hereto (the "Software System"), which Franchisor may revise from time to time upon notice to Franchisee.

**WHEREAS**, to the extent the Software System includes third-party software, Franchisee will become licensed by such third party software provider (each, a "Third-Party Provider") to access and use the third-party software through the acceptance of the Third-Party Provider's terms and conditions as provided on the Third-Party Provider's website, as set forth on **Exhibit "A"** hereto; and

**WHEREAS**, each Third-Party Provider listed on **Exhibit "A"** hereto has delegated to Franchisor and/or Franchisor's designee the training, maintenance and support of such Third-Party Provider's software included in the Software System and licensed to the Real Property Management franchisees; and

**WHEREAS**, the parties hereto desire to define the terms and conditions pursuant to which ZorWare will collect the fees for the Software System and provide for the training, maintenance and support for the Software System.

**NOW, THEREFORE**, the parties agree as follows:

1. **SCOPE OF USE**

(a) ***Limitation of Use***. Franchisee may use the Software System solely for Franchisee's internal needs in the operation of Franchisee's business as a franchisee of Franchisor and will not make the Software System available to or permit the use thereof by any person or entity except to the extent and in the manner permitted under Section 4 below.

(b) ***No Right to Copy***. Franchisee may not copy or allow copies of the Software System to be made.

(c) ***No Reverse Engineering or Modifications***. Franchisee shall not reverse engineer, decompile or disassemble the Software System or any part of the Software System, nor shall Franchisee change, modify or create derivative works from the Software System.

(d) ***No Assignment***. The user rights granted hereby are personal to Franchisee, are nonassignable and may not be otherwise transferable by Franchisee.

(e) ***Ownership***. Franchisee acknowledges that Franchisee has no ownership rights in the Software System and no other rights with respect to the Software System except those rights expressly granted by this Agreement.

**2. TRAINING AND SUPPORT**

(a) ***Training and Support***. Franchisor hereby appoints ZorWare SPV LLC ("ZorWare") as Franchisor's agent and designee to provide training, maintenance and support to Franchisee with respect to the Software System. Franchisee agrees to cooperate with ZorWare in all matters relating to the installation, maintenance and support of the Software System and the training of Franchisee's personnel with respect to the Software System. ZorWare will provide service for training, maintenance and support to Franchisee by telephone and over the internet during ZorWare's normal business hours, as provided in **Exhibit "B"**. The amount and types of support may change in the future.

(b) ***Maintenance, Upgrades and Fixes***. Franchisor or ZorWare may, in their discretion, modify, upgrade, replace, or create fixes, service releases and new versions of the Software System from time to time and provide them to Franchisee. Franchisor may from time to time add software to or remove software from the Software System upon notice to Franchisee.

(c) ***Remote Access***. Franchisee acknowledges that the proper functioning of the Software System as intended by Franchisor may require that Franchisor and ZorWare have remote access to Franchisee's network. Franchisee agrees to allow Franchisor and ZorWare such remote access to Franchisee's network at all times to provide for the full functioning of the Software System, to allow Franchisor or ZorWare to install the Software System and modifications, fixes, service releases and new versions of the Software System, and to provide training and support. Franchisee understands and acknowledges that such remote access will allow both Franchisor and ZorWare to have access to Franchisee's computer system and the data generated by Franchisee's use of the Software System, and will allow for Franchisee's submission of periodic reports to Franchisor, as required by Franchisor. Franchisor shall have the right to use the data as it determines.

**3. FEES**

(a) ***Monthly Usage and Maintenance Fee***. Franchisee must pay to ZorWare or Franchisor's designee ("Designee"), who may be designated in writing to Franchisee by Franchisor from time to time, a monthly usage and maintenance fee in the amount set forth on **Exhibit "A"** to this Agreement. Franchisee must pay the usage and maintenance fee to ZorWare via ACH draft from Franchisee's bank account. Franchisor or Designee may modify the services, support hours etc., provided Franchisee is notified of any changes applicable to Franchisee. The amount of each bill will be the then-current amount charged for usage and maintenance fees by Designee to franchisees of Franchisor.

(b) ***Software System Fees***. Currently, Franchisee does not have to pay an initial enrollment fee for the Software System as set forth on **Exhibit "A"** hereto. Franchisor may increase these fees, and/or modify the services that are provided for these fees, provided Franchisee is notified of any changes applicable to Franchisee. As of the date of execution of this Agreement, Franchisee must pay an initial enrollment fee (if any) set forth on **Exhibit "A"**.

(c) ***Additional Fees***. In addition to the fees under Subsections (a) above, Franchisor or Designee has the right to charge Franchisee other fees, including a training fee for training services relating to Software System. If Franchisor or Designee develops proprietary software other than the Software System that Franchisor requires or permits Franchisee to use, Franchisor or Designee may charge Franchisee a user or maintenance fee for such software that will be reasonable in light of the fees that other companies charge for comparable software packages and Franchisor's initial and ongoing expenses in developing, providing and maintaining such software. Unless the parties enter into a separate user agreement for such software, the terms and conditions of such use will be the same as those set forth in this Agreement.

(d) ***Late Payments***. Any amount due hereunder that is not paid within 30 days of the invoice date will incur a late fee of $25 per month, or the maximum amount allowed under the law, whichever is lower.

(e) ***Change of Hosting Facility, Fees and/or Services***. In the event that Franchisor shall choose to change the hosting facility from Designee and/or any subsequent hosting facility and/or should Franchisor decide at any time to require Franchisee to pay Franchisor or Designee directly for the use of Software System, Franchisee hereby acknowledges, understands and agrees that it will timely and fully pay Franchisor or Franchisor's designee via ACH draft from Franchisee's bank account, all appropriate fees as noted in this Agreement. Franchisee further agrees that Franchisor shall have the right in its sole discretion to modify the services noted in this Agreement at any time upon notice to Franchisee.

**4. CONFIDENTIALITY AND LIMITED ACCESS**

(a) ***Nondisclosure***. Franchisee agrees to maintain the Software System, its documentation and the data generated by the use of the Software System in confidence by using at least the same physical and other security measures that Franchisee uses for its own confidential information. Franchisee further agrees not to allow anyone to access or use the Software System or to see its documentation or the data it generates other than Franchisor or, any Designee of Franchisor that Franchisor has contracted with to provide such services in connection with the Software System, Franchisee's employees, agents and representatives who have a need to have access to or to use Software System in order to support Franchisee's authorized use thereof, provided that each such employee, agent and representative shall have signed an undertaking to Franchisee acknowledging that he or she is bound by an obligation of confidentiality.

(b) ***Notice of Loss***. Franchisee shall immediately notify Franchisor upon discovering any loss or theft of any copy of the Software System or its documentation or any data generated by its use, or any unauthorized disclosure thereof by any of Franchisee's employees, agents or representatives.

**5. REPRESENTATIONS; WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION**

(a) *Disclaimer of Warranty*. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, FRANCHISOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER. FRANCHISOR EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(b) *Limitation of Liability*. **THE LIABILITY OF FRANCHISOR TO FRANCHISEE WILL BE LIMITED TO DIRECT DAMAGES. IN NO EVENT WILL FRANCHISOR BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF FRANCHISOR HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## 6. TERM; TERMINATION; DISABLING OF SOFTWARE SYSTEM

(a) ***Term***. Except as otherwise expressly set forth below, the parties intend that, with respect to each software included in the Software System, the term of the license granted by the applicable Third-Party Provider for such software will be coextensive with the term of the Franchise Agreement and all renewals and extensions thereof.

(b) ***Automatic Termination***. The license granted hereby and the license granted by each Third-Party Provider will terminate automatically upon the expiration, nonrenewal or termination of the Franchise Agreement.

(c) ***Termination by Franchisor***. Franchisor may terminate this Agreement, with respect to any or all software included within the Software System, upon notice to Franchisee with immediate effect in the event that (i) Franchisee materially breaches any of its obligations under this Agreement or under the Franchise Agreement, or (ii) Franchisor requires Franchisee to cease using such software (or all software) included in the Software System.

(d) ***Disabling of the Software System***. Franchisee understands that Franchisor reserves the right to request that a Third-Party Provider disable the functionality of such Third-Party Provider's software included in the Software System, in whole or in part, in the event that Franchisee (i) fails in a timely manner to submit to Franchisor the reports required by Franchisor under the Franchise Agreement, (ii) fails in a timely manner to pay to Franchisor or its designee the required monthly Software System fees, or (iii) otherwise materially breaches this Agreement or the Franchise Agreement. Franchisor will not be liable to Franchisee for any damages whatsoever that may result directly or indirectly from Franchisor's disabling of the functionality of the Software System pursuant to this section.

(e) ***Disposition of Copies***. Upon termination of the licenses granted hereby or by a Third-Party Provider, Franchisee shall promptly return to Franchisor, or otherwise dispose of as Franchisor may instruct, all physical copies, if any, of the applicable software included in the Software System and its associated documentation in Franchisee's possession or under Franchisee's control and shall remove all copies thereof from Franchisee's computers and other electronic storage media. Upon Franchisor's request, Franchisee shall provide Franchisor with written certification of its compliance with the foregoing.

(f) ***No Refunds***. Upon the expiration or termination of the licenses granted by a Third-Party Provider, or if the Software System is disabled as described above, Franchisee will not receive any refund of any payments made to Designee, ZorWare and/or Franchisor.

## 7. MISCELLANEOUS

(a) ***Remedies***. Franchisee acknowledges that any breach of the covenants set forth in Sections 1(a) through 1(d) or Section 4 this Agreement would cause irreparable damage to Franchisor that would be incapable of precise measurement and for which no adequate remedy would exist at law. Franchisee therefore agrees that injunctive relief shall be available for any such breach in addition to all other remedies that may be available.

(b) ***Notices***. All notices, requests, consents and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand, fax, overnight delivery service, or registered or certified first class mail, to the then-current address of the recipient known by the sender, to the attention of the person then holding the title of the person signing this Agreement on behalf of the recipient. Any such notice, request, consent or other communication shall be deemed given and be effective upon receipt at such address on a business day during normal business hours.

(c) ***Entire Agreement; Amendments***. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, superseding all prior agreements, arrangements and understandings between the parties relating to its subject matter. This Agreement may not be amended or changed in any way unless such changes are in writing signed by the parties hereto.

(d) ***Waiver***. No delay, omission or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof or acquiescence in the event giving rise to such right or remedy. No waiver will be binding unless contained in a writing signed by the party waiving its rights. Any waiver is limited to the specific situation in which it is given and no waiver of any breach or default under this Agreement will be construed as a waiver of any earlier or succeeding breach or default.

(e) ***Governing Law***. This Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within the State of Texas, without regard to Texas's conflicts of law principles.

(f) ***Forum***. The parties hereby irrevocably consent to the non-exclusive jurisdiction of the federal and state courts located in Waco, McLennan County, Texas, in any action for temporary, interim or provisional equitable remedies. The parties hereby waive, to the full extent permitted by law, defenses based on jurisdiction, venue and forum non convenient. The parties further consent to service of process by certified mail, return receipt requested, or by any other means permitted by law.

(g) ***Costs, Expenses and Attorneys' Fees***. If an action is commenced between the parties to enforce any provision of this Agreement, the prevailing party will be entitled to reasonable costs and expenses, including attorneys' fees.

**< SIGNATURES APPEAR ON THE NEXT PAGE >**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Software System User & Maintenance Agreement effective as of the Effective Date.

FRANCHISEE:

_____
_____, individually

FRANCHISOR:

REAL PROPERTY MANAGEMENT SPV LLC

BY: _____
Jeffrey Pepperney, President

**EXHIBIT "A"**
**TO**
**SOFTWARE SYSTEM USER & MAINTENANCE AGREEMENT**

**Software System:** Task Management and Lead Management Software, Review and Reputation Management Platform, RPM-Intranet, RPM online learning courses, Royalty Submission Tool ("RST"), Customer Engagement Platform, Neighborly Franchise Portal, Podium, Wealth Optimizer, Mailgun, Github, one Microsoft Office365 exchange only email account and one Microsoft Office Exchange E1 email account (2 email accounts total).

| Third-Party Providers to Software System | Third-Party Provider's Terms and Conditions that Franchisee must accept in order to access and use of software |
|---|---|
| Office365 | https://www.microsoft.com/en-us/trust-center/privacy |
| LeadSimple | https://www.leadsimple.com/terms |

The software included in the Software System is subject to change by Franchisor upon notice to Franchisee.

**Software System Fees:**

| TYPE OF SALE | Enrollment Fee | Monthly Fees | Software Included for Software System |
|---|---|---|---|
| New Sale, Resale or Renewal | $0 | $121<br><br>There is a $5.50 fee per month for each additional Office365 Exchange email account you choose to add (after the second email account); $19 per month for each additional Office365 E1 email account, and $30 per month for each additional Office365 E3 email account.<br><br>RPM Intranet $7 per month for each additional user beyond 2 users<br><br>Podium AI Concierge $50.00per month.<br><br>Additional Franchise Portal User Accounts are available at $20 - $40/month. | Review and Reputation Management Platform (Podium), RPM-Intranet, RPM online learning courses, Royalty Submission Tool ("RST"), Customer Engagement System, one Microsoft Office365 exchange only email account and one Microsoft Office Exchange E3 email account (2 email accounts total), Wealth Optimizer, Mailgun, Github and the Neighborly Franchise Portal. |

We may increase these fees in the future but not more than 30% annually in addition to any direct price increases from third-party vendors and changes to fees due to changes to the software included in the Software System.

**Task Management and Lead Management Software Fees:**

| TYPE OF SALE | Enrollment Fee | Monthly Fees | Task Management and Lead Management Software |
|---|---|---|---|
| New Sale or Resale | N/A | Our then-current monthly fee.<br><br>Currently, $100 for the management of up to 90 property units; additional charge of $1.15 per unit applies after the initial 90 property units. | LeadSimple |

These fees may increase in the future, but not more than by 30% annually, in addition to increases due to additional or different software being added to the Software System and direct price increases from third-party vendors.

**EXHIBIT "B"**
**TO**
**SOFTWARE SYSTEM USER & MAINTENANCE AGREEMENT**

Basic Plan: ZorWare service level agreement will include best effort of 2- to 5-business days for response and/or resolution.

- Live Support hours: 6 AM - 7 PM central time, Monday – Friday*.
- Limit of 2 hours of phone support per month.
- If exceeds call limit then the following would apply:
- Hourly Phone Support: $125 per hour.

**ZorWare Help Desk & Team observes any/all holidays as determined by Zorware.*

# EXHIBIT N

## ASSIGNMENT AND CONSENT AGREEMENT

This Assignment and Consent Agreement (this "Agreement") is made effective as of the date Franchisor signs below (the "Effective Date") and is entered into by and among [ ] ("Franchisee"), and [ ] (a "Franchisee Principal(s)") (Franchisee and Franchisee Principal(s) collectively referred to as "Assignor"), [ ] ("Assignee"), and Real Property Management SPV LLC, a Delaware limited liability company, having its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor"). All capitalized terms not defined in this Agreement have the respective meanings set forth in the Old Franchise Agreement (as defined below).

## RECITALS

A. Franchisor and Assignor are parties to a Real Property Management Franchise Agreement dated [ ] (the "Old Franchise Agreement"), pursuant to which Assignor was granted the right to operate a Real Property Management business in the following territory: _____ (the "Franchised Business").

B. Assignor desires to assign to Assignee all right, title and interest in the Franchised Business, including the franchise rights for the Franchised Business (the "Assignment"); Assignee wishes to accept the Assignment and, as of the Effective Date, assume all of the duties, obligations, and liabilities of Assignor related thereto by entering into a purchase and sale agreement with Assignor and by signing a franchise agreement with Franchisor.

C. Assignor represents that there is no dispute related to the offer and sale of the Old Franchise Agreement or Franchised Business, and further represents that Assignor has no claims against Franchisor under applicable laws.

D. In consideration of Assignor's request for the Assignment and the representations set forth in Recital C above, Franchisor is willing to consent to the Assignment as of the Effective Date, subject to the provisions stated below, and Assignor agrees to settle all known and unknown disputes it may have against Franchisor, if any, that exist as of the Effective Date.

## AGREEMENTS

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor assigns to Assignee all right, title and interest in and to the Franchised Business, including the franchise rights for the Franchised Business. Assignee unconditionally assumes and accepts the Assignment of the Franchised Business, including the franchise rights for the Franchised Business, and agrees to be bound by all duties, obligations, and liabilities of the Assignor related thereto, including without limitation all of Assignor's customer obligations, including all warranty work and service plans obligations.

2. Signing of Current Form of Franchise Agreement. As a condition of Franchisor's consent to the Assignment, Assignee agrees to sign Franchisor's then-current form of franchise agreement (the "New Franchise Agreement"). Assignee acknowledges that the terms and conditions of the New Franchise

Agreement may be different from the terms and conditions of the Old Franchise Agreement. Prior to the Effective Date, Assignee shall deliver to Franchisor two signed copies of the New Franchise Agreement, along with the executed copies of this Agreement.

3. Termination of Old Franchise Agreement. All parties agree that the Old Franchise Agreement is terminated as of the effective date of the New Franchise Agreement with no further force and effect, except for the post-termination obligations identified in Section 12 below.

4. Status of Assignor Following Assignment. Upon and after the Effective Date and subject to Section 12 below, Assignor will have no interest in and will no longer be responsible or liable for (a) the Franchised Business, (b) the franchise rights for the Franchised Business, or (c) the Old Franchise Agreement. Assignor, however, will remain liable for any responsibilities, obligations, and liabilities related to the Old Franchise Agreement and the Franchised Business up to the Effective Date, including all monetary obligations due to Franchisor, its affiliates, and other third parties under the Old Franchise Agreement that have accrued as of the Effective Date and all post-termination obligations identified in Section 12 below.

5. Assignee Principals. If Assignee is an entity, Assignee represents and warrants to Franchisor and Assignor that the following individuals and/or entities are the sole owners of Assignee (the "Assignee Principals"):

| **Name of Principal Owner** | **Percentage of Ownership in Assignee (total must equal 100%)** |
|---|---|
| | |
| | |
| | |
| | |
| **Total** | **100%** |

6. Payment of Transfer Fee. On or before the Effective Date, Franchisor must receive a transfer fee in the amount of $[_____], as referenced in Section 10.C. of the Old Franchise Agreement.

7. Training. On or before the Effective Date, Assignee must complete Franchisor's training requirements.

8. Payment of Fees Owed to Franchisor; Delivery of Reports. On or before the Effective Date, all fees owed by Assignor to Franchisor, its affiliates or suppliers or upon which Franchisor or its affiliates have any contingent liability, under or related to the Old Franchise Agreement (the "Fees Owed") must be paid in full. Accordingly, on or before the Effective Date, Assignor or Assignee must deliver the full amount of Fees Owed to Franchisor, its affiliate(s) and/or suppliers, along with three fully executed copies of this Agreement. In addition, on or before the Effective Date, Assignor must deliver to Franchisor any and all reports required to be delivered under the Old Franchise Agreement, including without limitation reports related to any Fees Owed and any financial and other reports relating to the Franchised Business and its operations as Franchisor may request pursuant to Section 10.D.8 of the Franchise Agreement in order for Franchisor and/or assignee to evaluate the Franchised Business and the proposed transfer.

9. Personal Guarantee. Each Assignee Principal must execute a personal guarantee in the form attached to the New Franchise Agreement.

10. Representations.

A. Assignor and Assignee represent and warrant to each other that they have the authority to execute this Agreement.

B. Assignor represents and warrants to Franchisor and Assignee that it owns all right, title and interest in and to the Franchised Business and the Old Franchise Agreement, free and clear of any mortgage, lien or claims, and has not assigned any or all of its interest in the Franchised Business or the Old Franchise Agreement to any third party.

C. Assignor and Assignee represent and warrant to Franchisor that they have consummated the asset purchase and sale transaction that is related to the Assignment contemplated hereunder as of the Effective Date.

11. Indemnification.

A. Assignor, for itself, its heirs, successors and assigns, agrees to indemnify and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all liabilities, damages, actions, claims, costs (including reasonable attorneys' fees), or expenses of any nature resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach of warranty by Assignor under this Agreement; (ii) the Assignment; or (iii) any claim, suit or proceeding initiated by or for a third party(s), now or in the future, that arises out of or relates to the Old Franchise Agreement or the Franchised Business operated by Assignor prior to the Effective Date.

B. Assignee, for itself, its heirs, successors and assigns, agrees to indemnify and hold harmless Franchisor, its affiliates, successors, assigns, officers, directors, employees, agents, and each of them, against any and all liabilities, damages, actions, claims, costs (including reasonable attorneys' fees) or expenses of any nature resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach of warranty by Assignee under this Agreement; or (ii) the Assignment.

12. Assignor's Post-Termination Obligations. Assignor agrees that, upon transfer of its interest in the Franchised Business to Assignee, Assignor will comply with all post-termination obligations set forth in Section 13 of the Old Franchise Agreement, which obligations shall be incorporated herein by reference. Further, Assignor shall comply with any other provisions of the Old Franchise Agreement which, by their nature, survive termination or expiration of the Old Franchise Agreement.

13. Consent to Assignment. Franchisor consents to the Assignment subject to the terms and conditions of this Agreement. Franchisor's consent to the Assignment will not result in any waiver of any rights nor a release under the Old Franchise Agreement or New Franchise Agreement, and is not a consent to any additional or subsequent transfers or assignments.

14. Release and Settlement of Claims by Assignor. Except as may be prohibited by applicable law, Franchisee and Franchisee Principals (individually and as owners of Franchisee) and each of their respective heirs, successors, assigns, affiliates, shareholders, officers, directors, employees, and agents, and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Assignor Parties" for purposes of Sections 14, 15 and 16 hereof), release and forever discharge Franchisor, its predecessors, successors, affiliates, directors, officers, shareholders, agents, employees and assigns (collectively and individually referred to as the "Franchisor Parties" for purposes of Sections 14, 15 and 16) of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action (collectively, "Claims"), whether known or unknown, vested or contingent, which Assignor Parties may now or in the future own or hold, that in any way relate to the Old Franchise Agreement, any other agreement between Assignor and Franchisor, the Franchised Business, or the relationship between Assignor and Franchisor through the Effective Date (collectively, "Assignor Claims"), for known or unknown damages or other losses including, but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Old Franchise Agreement or any other agreement between Assignor and Franchisor through and including the Effective Date.

15. Release by Assignee. Except as noted in this Section 15, Assignee, Assignee Principals (if any), and their respective affiliates, successors, assigns, officers, directors, employees, agents, and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Assignee Parties" for purposes of this Section 15 and Section 16 below), release and forever discharge the Franchisor Parties of and from any and all Claims, whether known or unknown, vested or contingent, which Assignee may now or in the future own or hold, that in any way relates to the Franchised Business or the New Franchise Agreement (collectively referred to as "Assignee Claims" for purposes of this Section 15 and Section 16).

As to the New Franchise Agreement, the Assignee Parties and Franchisor Parties acknowledge and agree that the release by the Assignee Parties does not relate to the offer and sale of the New Franchise Agreement. Further, the parties agree that the release as it relates to the New Franchise Agreement is effective as to Assignee Claims arising through the Effective Date of this Agreement, and not to any claims arising after the Effective Date.

16. Acknowledgement of Releasors. The release of Assignor Claims set forth in Section 14 and Assignee Claims in Section 15 are intended by the Assignor Parties and Assignee Parties (collectively, the "Releasors") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of one of the Releasors against any other Releasor. In making this voluntary express waiver, the Releasors acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasors' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasors acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Agreement and release, and need no further information or knowledge of any kind that would otherwise influence the decision to enter into this Agreement. The Releasors, for themselves and their heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waive, relinquish and abandon each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasors acknowledge that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

This release is and shall be and remain a full, complete, and unconditional general release. The Releasors acknowledge and agree that this release and the foregoing waiver are an essential, integral and material term of this Agreement. The Releasors further acknowledge and agree that no violation of this Agreement shall void the releases set forth in Sections 14 and 15.

17. Confidentiality. Assignor and Assignee acknowledge and agree that this Agreement and matters discussed in relation thereto are entirely confidential. It is therefore understood and agreed by Assignor and Assignee that they will not reveal, discuss, publish or in any way communicate any of the terms, amount or fact of this Agreement to any person, organization or other entity, except to their respective officers, employees or professional representatives, or as required by law.

18. Miscellaneous. This Agreement, and the documents referred to herein, constitute the entire agreement among the parties with respect to the subject matter hereof. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought. All representations, warranties, agreements and all other provisions of this Agreement which by their terms or by reasonable implication are intended to survive the closing of this transaction will survive it.

19. Representation by Counsel. The parties have had adequate opportunity to consult with an attorney of their respective choice, including with respect to the release of claims set forth herein.

20. Governing Law/Venue. This Agreement will be construed and enforced in accordance with the laws of Texas, without regard to principles of conflicts of law. The parties further agree that any legal proceeding relating to this Agreement or the enforcement of any provision herein shall be brought or otherwise commenced only in the courts located in Waco, McLennan County, Texas.

21. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall constitute an original copy.

**ASSIGNOR:**

[_____]

By: _____
Name:
Title:

Date: _____

**ASSIGNEE:**

[_____]

By: _____

Name:
Title:

**FRANCHISOR:**

Real Property Management SPV LLC

By: _____
Name:
Title:

**Effective Date**: _____, 20__

# EXHIBIT O

## PROTRADENET AGREEMENT

WHEREAS, _____, individually, having an address of _____ ("Franchisee," sometimes referred to as "Contractor") is a Franchisee of **REAL PROPERTY MANAGEMENT SPV LLC**, a Delaware limited liability company, having its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor," sometimes referred to as "Trading Partner"), the trading partner of **PROTRADENET SPV LLC** ("PROTRADENET") having an address of 1010 N. University Parks Drive, Waco, TX 76707 and Franchisee desires to participate in discounts, rebates, incentives and other benefits ("Programs") negotiated by PROTRADENET with selected vendors, manufacturers and distributors ("Vendors");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties hereto agree to the following terms and conditions:

1. **Term and Default.** The term of this Agreement shall commence on _____ and end on December 31 of this year and the Agreement will automatically renew for an additional one (1) calendar year period each year thereafter, commencing on January 1 of next year and each January 1st thereafter, unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, PROTRADENET may terminate this Agreement at any time, with or without cause, for any reason whatsoever upon providing the other party written notice of intent to terminate the Agreement and this agreement will automatically terminate upon expiration or termination of the franchise agreement by and between Franchisee and Franchisor with no notice of termination required. In any case, PROTRADENET may terminate this Agreement at any time upon notice to Franchisee if Franchisee is in default of his Franchise Agreement with Franchisor or if Franchisee has failed to comply with the terms and conditions of participation in this Program as set forth in this Agreement, on the website of PROTRADENET or as specified by Franchisor. Upon any termination of this agreement neither PROTRADENET nor any of its affiliates will have any liability to Franchisee or any other party.

2. **PROTRADENET Administration.** PROTRADENET or Franchisor may, but are not required to, return a portion of the fees paid to PROTRADENET from Vendors on behalf of purchases made by Franchisee ("Rebates") directly to Franchisee if Franchisee meets certain conditions, such as Vendor terms and conditions, attendance at Franchisor annual meetings, and other criteria as established by Vendor, PROTRADENET or Franchisor. All fees or Rebates not returned to franchisees may be retained by PROTRADENET or Franchisor and used to cover administrative costs, or promote Franchisor's system and brand. The allocation of these Rebates may change at the sole discretion of PROTRADENET. Accordingly, subject to the terms and conditions set forth in this Agreement, PROTRADENET agrees to process Program Rebates when paid by Vendor within terms as agreed upon by Franchisor. PROTRADENET will pay Franchisor or Franchisee directly, at the discretion of Franchisor. Franchisor reserves the right to deny Program Rebates otherwise due to Franchisee if Franchisor deems Franchisee not qualified for a Rebate(s). PROTRADENET may also withhold or deny Program Rebates if terms of the Program are not met.

3. **Franchisee Exclusion from Vendor Program.** Franchisee acknowledges the Vendor's right to exclude Franchisee from the Program for failure to meet Vendor's terms or for other reasons at the Vendor's discretion.

4. **Access and Release of Information.** Franchisee authorizes PROTRADENET to provide information including, but not limited to, Franchisee's Federal Tax Identification Number "FTIN") and purchase orders, invoices, payments, purchase history or other purchasing information to its Vendors

regarding Franchisee, and Franchisee authorizes PROTRADENET to request, and Vendors to provide, information manually or electronically regarding purchase orders, invoices, payments, purchase history or other purchasing information from Vendors for the purpose of administration of the Program. Franchisee hereby releases PROTRADENET and its parent, affiliates, past and present members, officers, employees, agents, successors and assigns from any liability whatsoever with regard to PROTRADENET providing Franchisee's confidential information, including Franchisee's FTIN, to Vendors or Franchisor pursuant to this Agreement.

5. **Confidentiality.** Franchisee acknowledges the proprietary and confidential nature of PROTRADENET's, Franchisors' and Vendor's Program details and shall use this information only for the purposes of inquiry or purchasing of VENDOR's products and services from the Program. Franchisee shall not provide PROTRADENET's, Franchisors' and/or Vendor's confidential Program information to a third party. This section shall survive the expiration or termination of this Agreement.

6. **Vendors.** Vendors may be added or removed from the Program at any time. Franchisee will receive written, email, or website notification of a change in Vendor status from PROTRADENET or Franchisor. Franchisors have SOLE DISCRETION over whether or not they choose to participate in a Vendor Program and offer that Program to their franchisees.

7. **Miscellaneous**

7.1 **No Guarantee of Rebates.** PROTRADENET does not guarantee any Vendor rebates or payments by Vendors. If PROTRADENET does not receive payment from the Vendor, rebates will not be paid.

7.2 **No Guarantee of Accuracy.** PROTRADENET makes no guarantee of accuracy or uninterrupted delivery of the data exchanged using the e-commerce web solution software as a part of the Program. It is the responsibility of the Franchisee to notify PROTRADENET or Vendor if the purchasing information represented on the e-commerce website is incorrect. Franchisee must notify PROTRADENET within sixty (60) days of the transaction date if the purchasing information is missing or invalid.

7.3 **Effective Date.** This Agreement shall become effective on the date that it is signed by PROTRADENET.

8. **Electronic Invoicing.** Franchisee agrees by its signature below to receive invoices from any Vendor electronically that offers this service though the PROTRADENET e-commerce platform.

9. **Electronic Promotions.** Franchisee agrees by its signature below to receive electronic or email based promotions from PROTRADENET.

10. **Additional Terms and Conditions.** Franchisee agrees by its signature below to abide by all of the terms and conditions on the website of PROTRADENET, www.PROTRADENET.com, www.PROTRADENET.com and www.PROTRADENET.net, which include but are not limited to:

Terms of Use and Privacy Policy

These terms and conditions may be modified and additional terms and conditions added at the sole discretion of Franchisor or PROTRADENET.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below.

Signed on this _____ day of _____, 20__.

**FRANCHISEE**:

_____

_____, individually

Accepted as of this _____ day of _____, 20__, in Waco, Texas.

**PROTRADENET**:

PROTRADENET SPV. LLC

BY:_____
, President

# EXHIBIT P

## ACQUISITION ADDENDUM

This ACQUISITION ADDENDUM (the "Addendum") is entered into by and between **Real Property Management SPV LLC**, a Delaware limited liability company, having its principal place of business at 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor"), and _____, individually, having an address of _____ _____ ("Franchisee").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement, dated _____ (the "Agreement") for the operation of the Business (the "Franchised Business") (Capitalized terms used herein without a definition shall have the meaning assigned to them in the Agreement);

WHEREAS, Franchisee has purchased the right to service the Acquired Accounts (as defined below); and

WHEREAS, Franchisor is willing to waive the License Fee payable by Franchisee under the Agreement with respect to the Acquired Accounts for a time period specified in this Addendum.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Acquired Accounts**.
   a. "Acquired Accounts" means the qualified clients, property owners, customers, and other sources of revenue for which Franchisee acquired the right to provide services on the date hereof not currently managed by a current franchise location.

   b. Franchisee has acquired the right to service a total of _____ Acquired Accounts, as identified on Schedule 1 attached hereto.

2. **Assignment of Revenues and Customers.** Franchisee hereby assigns to the Franchised Business (i) the Acquired Accounts and (ii) all Real Revenue arising from the servicing of the Acquired Accounts from and after the Effective Date.

2. **License Fees.** Anything in the Agreement to the contrary notwithstanding, Franchisee shall receive a waiver of the License Fees payable solely with respect to the Acquired Accounts, for the number of calendar months set forth in the table below which corresponds to the number of Acquired Accounts of the Franchisee, beginning with the month the Acquired Accounts are set up in Franchisee's AppFolio account with Franchisor's affiliate, BackOffice SPV LLC ("BackOffice"):

| Range of Acquired Properties | Months of Waived License Fee (for Acquired Accounts) | License Fee Rate (post Waived License Fee up to 12 months) |
|---|---|---|
| 10-100 | 6 | Real Revenue – 1% less than the standard Real Revenue License Fee in the Agreement |

| Range of Acquired Properties | Months of Waived License Fee (for Acquired Accounts) | License Fee Rate (post Waived License Fee up to 12 months) |
|---|---|---|
| | | |
| 101-200 | 9 | Real Revenue – 1% less than the standard Real Revenue License Fee in the Agreement |
| 201-300 | 12 | Real Revenue – 1% less than the standard Real Revenue License Fee in the Agreement |
| 301+ | 24 | Real Revenue – 1% less than the standard Real Revenue License Fee in the Agreement |

Franchisee agrees to provide to BackOffice such information about the Acquired Accounts as reasonably requested by BackOffice for BackOffice to set up the Acquired Accounts in AppFolio.

For avoidance of doubt, the waiver of License Fees in this Addendum shall apply only with respect to the License Fees generated by the Acquired Accounts, and shall not apply to any MAP Fees or any other fees due for the Acquired Accounts or otherwise under the Agreement. After the applicable number of months period post-acquisition, License Fees will return to standard License Fees identified in your Franchise Agreement.

3. **Services to Acquired Accounts.** All provisions of the Agreement shall apply to the Acquired Accounts, including the insurance and covenants, to the same extent as they apply to the Franchised Business. For avoidance of doubt, except as specifically provided otherwise herein, for purposes of the Agreement, from and after the Effective Date, the Acquired Accounts are included in the definition of the Franchised Business.

4. **Franchisee's Representations and Warranties.** Franchisee hereby represents and warrants to Franchisor that it has all necessary power and authority to execute this Addendum, to bind the Franchised Business to the terms hereof and to perform and comply with all of its obligations hereunder. There is no agreement or understanding (and Franchisee will not permit any such agreement or understanding to be entered into during the term of this Addendum) with respect to the Franchised Business or the Acquired Accounts that would conflict with the terms of this Addendum.

5. **Construction.** Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The Agreement remains fully effective in all respects except as specifically

modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified specifically herein.

**< SIGNATURES APPEAR ON THE NEXT PAGE >**

FRANCHISEE:

_____
_____, individually

_____
Date

FRANCHISEE'S AFFILIATE:

_____
_____, individually

FRANCHISOR:

REAL PROPERTY MANAGEMENT SPV LLC
A Delaware limited liability company

By: _____
Jeffrey Pepperney, President

_____
Date

## SCHEDULE 1 TO ACQUISITION ADDENDUM

## LIST OF ACQUIRED ACCOUNTS (INCLUDING ADDRESSES)

# EXHIBIT Q

## DIGITAL MARKETING PROGRAM PARTICIPATION AGREEMENT

This Digital Marketing Program Participation Agreement ("Agreement"), dated _____, 20___ (the "Effective Date"), is entered into by and between Real Property Management SPV LLC ("RPM") and _____ ("Participant"). RPM and Participant may be referred to herein individually as a "Party" or collectively as the "Parties".

## RECITALS

WHEREAS, Participant and RPM mutually desire to improve the online visibility for Participant's business;

WHEREAS, RPM has the skill and expertise to provide enhanced online marketing support and services to franchisees;

WHEREAS, Participant, as a franchisee of RPM, desires to use such support and services; and

WHEREAS, RPM and Participant desire to enter into an agreement regarding the provision of such support and services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. **Services**. RPM will provide online digital marketing service (the "Services") to Participant. The Services include, but are not limited to, monthly analytics report; quarterly progress report; 3 to 5 location pages published to Participant's website; bi-weekly blog article posts; approximately 2 to 5 postings per week (Monday to Friday) to Participant's Facebook company page and LinkedIn company page; bi-weekly Google Business Profile posts; assistance with the management of Participant's Facebook and LinkedIn company pages; Fresh Content Service providing the option of one existing page optimization or new page creation once per month; one infographic published to Participant's Facebook and LinkedIn company page per month; and other search engine optimization (SEO) support. RPM reserves the right to choose not to post an article on a blog, Facebook company page, LinkedIn company page, or Google My Business post during certain weeks, such as weeks that contain holidays or for any other reason RPM deems. RPM reserves the right to make changes to the Services from time to time in its sole discretion to reflect the changing needs of the business. RPM will notify Participant of any such changes, and Participant agrees to conform to any such change.

2. **Account Access**. Participant agrees to give RPM administrative privileges to all Participant's franchise related social media accounts, website blog, and directories and to provide RPM with all necessary passwords or information for access thereto. Participant hereby grants RPM permission to post content RPM determines to use in its sole discretion on all such sites on behalf of Participant. Notwithstanding the foregoing, Participant is solely responsible for monitoring and responding to comments made on the franchise blog and social media channels, including following any such posts.

3. **Fees**. Participant agrees to pay RPM the following fees for each office for which RPM provides the Services, provided that if multiple offices are marketed under one office name using a single website and the same social medial accounts such offices shall be treated as one office:

a. Upon execution of this Agreement, a set-up fee of USD$99.00 per office.

b. For the first twelve months beginning on the date that RPM begins actively providing the Services (the "Start Date"), a monthly fee of USD$499.00 per office, then, starting in the 13th month immediately after the Start Date and each month thereafter, a monthly fee of USD$599.00 per office. The monthly fee will be prorated for the first month based on the number of days between the Start Date and the end of the calendar month. Participant agrees to execute an addendum, attached hereto as Exhibit B, setting forth the Start Date.

If Participant owns multiple offices marketed under multiple office names, and uses a single website, but multiple social media accounts, such offices will be counted as separate offices and Participant shall pay an additional fee of USD$50.00 per office per month.

If Participant owns multiple offices marketed under multiple office names, and uses multiple websites and social media accounts, such offices will be counted as separate offices and Participant shall pay an additional fee of USD$100.00 per website per month.

c. Participant hereby acknowledges and agrees to adding the _____ advanced service level package at USD$_____ per month.

**Online Results PLUS Service**. In addition to the services listed in Section 1, RPM will provide one to three weekly unique social media posts on Participant's Facebook company page and LinkedIn company page; website backlinking service, quarterly competitive analysis and SEO audit, and the option of monthly video blog transcription. RPM will charge Participant an additional monthly fee of USD$350.00 per month per office for this service.

RPM reserves the right to make changes to the Services from time to time in its sole discretion to reflect the changing needs of the business. RPM will notify Participant of any such changes, and Participant agrees to conform to any such change.

After 24 months, Participant can request in writing to no longer use the Digital Marketing Program so long as Participant moves to another agency to provide SEO support and provide RPM evidence Participant will be utilizing those SEO services within the 30 days required notice of exiting the Digital Marketing Program. If Participant does not utilize another agency, Participant will be re-enrolled into the Digital Marketing Program at the basic level of service and the current price for the basic level.

Fees incurred in any calendar month are due by the 24th day of the following calendar month. Payments will be made via automated ACH withdrawal from Participant's bank account RPM may charge a late fee of 10% of the amount owed if payment is not received when due. Participant's failure to pay within 10 days of the due date may result in the termination of this Agreement.

4. **Term**. This Agreement shall commence on the Effective Date and will continue in full force and effect for 24 months ("Initial Term"). Following the Initial Term, and for so long as Participant

is a RPM franchisee, the Agreement will automatically renew for an additional one (1) year period each year thereafter, unless earlier terminated in accordance with this Agreement.

5. **Termination**. RPM may terminate this Agreement for any or no reason, in its sole discretion. If RPM terminates this Agreement prior to the Start Date, as Participant's sole remedy for such termination, RPM will refund the set-up fee in full. Participant may terminate this Agreement only if RPM materially breaches this Agreement and such breach is not cured within 30 days after receipt of such notice. Following the Initial Term, Participant may terminate this Agreement for any or no reason upon 30 days' written notice to RPM. All notices required hereunder must be provided pursuant to the Franchise Agreement between the Parties.

6. **Ownership**. Participant has no right or claim to the intellectual property rights in any content provided to Participant or posted online or on any social media site pursuant to the Services and all such ownership rights remain solely with RPM.

7. **Relationship of the Parties**. This Agreement is purely a contractual relationship between the Parties and does not appoint or make Participant an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of RPM for any purpose whatsoever. Participant may not represent or imply to third parties that Participant is an agent of RPM, and Participant is in no way authorized to make any contract, agreement, warranty or representation on behalf of RPM, or to create any obligation, express or implied, on RPM's behalf. Under no circumstances shall RPM be liable for any act, omission, contract, debt, nor any other obligation of Participant.

8. **Force Majeure**. Neither party shall be liable nor responsible for any delays in performance of their obligations under this Agreement due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

9. **Choice of Law and Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles. The Parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by RPM in any court of competent jurisdiction. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the Parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

10. **Cost of Enforcement or Defense**. If RPM or Participant is required to enforce this Agreement in a judicial proceeding or an arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees, in connection with such proceeding.

11. **Limitation of Damages**. PARTICIPANT WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IF THERE IS A DISPUTE WITH RPM, PARTICIPANT WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT INCLUDING REASONABLE LEGAL FEES AS PROVIDED IN SECTION 10. PARTICIPANT WAIVES AND DISCLAIMS ANY RIGHT TO CONSEQUENTIAL DAMAGES IN ANY ACTION OR CLAIM AGAINST RPM CONCERNING THIS AGREEMENT OR ANY RELATED AGREEMENT. IN ANY CLAIM OR ACTION BROUGHT BY PARTICIPANT AGAINST RPM CONCERNING THIS AGREEMENT, PARTICIPANT'S CONTRACT DAMAGES SHALL NOT EXCEED AND SHALL BE LIMITED TO REFUND OF PARTICIPANT'S FEES PAID DURING THE PRIOR SIX (6) MONTHS.

12. **Entire Agreement**. This Agreement constitutes the entire, full and complete agreement between RPM and Participant concerning the subject matter hereof and supersedes all prior agreements with respect to the subject matter hereof. No other representation, oral or otherwise, has induced Participant to execute this Agreement, and there are no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either Party unless executed in writing by both Parties.

13. **Severability**. Each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If RPM determines that a finding of invalidity adversely affects the basic consideration of this Agreement, RPM has the right to, at its option, terminate this Agreement.

14. **No Violation of Other Agreements**. Participant represents that its execution of this Agreement will not violate any other agreement or commitment to which Participant or any holder of a legal or beneficial interest in Participant is a party.

[*Signatures on following page*]

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement as of the Effective Date intending to be legally bound hereby.

PARTICIPANT:

By: _____

Name: _____

Title: _____

Signature: _____

REAL PROPERTY MANAGEMENT SPV LLC

By: _____

Name: _____

Title: _____

Signature: _____

# EXHIBIT R

## STATE SPECIFIC ADDENDA

**RIDER TO THE STATE ADDENDUM**
**TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

**FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN.**

This Rider to the State Addendum to the Franchise Disclosure Document and Franchise Agreement is entered into by and between _____, a Delaware limited liability company with an address of _____ ("Franchisor") and _____, individually, with an address of _____("Franchisee").

A. This Rider is being signed because (i) the franchised business that Franchisee will operate under the Agreement will be located in one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State"); and/or (ii) any of the franchise offering or sales activity with respect to the Agreement occurred in the Applicable Franchise Registration State.

B. Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and wish to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. The following language is hereby added to the end of the Agreement:

"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."

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____

_____, individually

Accepted as of the _____ day of _____, 20__, in _____.

FRANCHISOR:

_____

BY: _____

_____, President

**CALIFORNIA**

1. **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 DISCLOSURE DOCUMENT.**

2. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

3. You must sign a general release if you renew or 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).

4. Neither the Franchisor, any person or franchise broker 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 these persons from membership in the association or exchange.

5. California law sets forth licensing requirements for residential property managers. Section 10131 of the California Business and Professions Code requires property managers to have a broker's license, and may require other licensing.

6. ITEM 17 of the Disclosure Document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

- The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.

- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (including Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

OUR WEBSITES, www.realpropertymgt.com, www.neighborlybrands.com, and www.leadingtheserviceindustry.com HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION at www.dfpi.ca.gov.

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 term of any document executed in connection with this franchise.

Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.

**ADDENDUM TO THE FRANCHISE AGREEMENT**
**REAL PROPERTY MANAGEMENT SPV LLC**

**FOR THE STATE OF CALIFORNIA**

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Real Property Management SPV LLC and _____.

1. New Section 12.D is inserted into the Franchise Agreement and states as follows:

   If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including attorneys' fees and costs.

2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for Real Property Management SPV LLC is amended as follows:

   - The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 3.2 and 15.

   - Sections 12.A and 12.B, which terminate the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

   - Section 9.D contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

   - The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

   - The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.

   - Paragraph 1 of this Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

3. Franchisor's financing program is offered pursuant to the franchise loan exemption under Section 22063 of the California Finance Lenders Law. If Franchisee decides to finance all or a portion of the initial franchise fee using Franchisor's financing program, Franchisee hereby confirms that Franchisee intends to use the financing primarily for purposes other than personal, family, or household purposes.

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.

5. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

6. Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

| | |
|---|---|
| Real Property Management SPV LLC: | Franchisee: |
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |

**HAWAII**

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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS 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.

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.

## ILLINOIS

**State Cover Page; Risk Factors**.

The following statement is added to the end of the first Risk Factor: Section 4 of the Illinois franchise disclosure act provides that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois; provided, however, that the franchise agreement may provide for arbitration in a forum outside of Illinois.

**Item 17 – Additional Disclosures**.

Item 17 of this disclosure document is supplemented by the addition of the following paragraphs at the end of the chart:

State Law

The Illinois Franchise Disclosure Act will govern any franchise agreement if it applies to a franchise located in Illinois.

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The franchise agreement shall become effective on its acceptance and execution by us in Texas. The franchise agreement shall be interpreted and constructed under the substantive laws of Texas, except to the extent governed by the United States Arbitration Act (9 U.S.C. § 1 et seq). and the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C., § 1051 et seq.). However, under 815 ILCS 705/41, any condition, stipulation or provision purporting to find any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

Any action brought by either party in any court, except for claims required to be submitted to arbitration, whether federal or state, shall be brought within the state or federal Court having jurisdiction in Texas. The parties waive all questions of personal jurisdiction or venue. However, under 815 ILCS 705/4, any provision that designates jurisdiction or venue outside of Illinois is void with respect to any cause of action that otherwise is enforceable in Illinois; provided, however, that the franchise agreement may provide for arbitration in a forum outside of Illinois.

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.

Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILL. COMP. STAT. §§ 705/1 through 705/44) are met independently without reference to this Addendum.

**FOR THE STATE OF ILLINOIS**

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Real Property Management SPV LLC and _____ _____.

1. In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for Real Property Management SPV LLC is amended as follows:

- Sections 14.G.1 and 14.H are amended to add:

  The Franchise Agreement shall be governed by Illinois law. Jurisdiction and venue for court litigations shall be in Illinois. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

- Section 13.B is amended to add:

  No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that the Franchisee may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

- Section 14.I is deleted in its entirety.

2. 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. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. 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.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

| | |
|---|---|
| Real Property Management SPV LLC: | Franchisee: |
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |

**INDIANA ADDENDUM TO DISCLOSURE DOCUMENT**

Nothing in this disclosure document or the franchise agreement is intended to be contrary to the provisions of the "Deceptive Franchise Practices" law of Indiana, which is contained in Indiana Code, Title 23, Article 2, Chapter 2.7, Sections 1 through 7 as amended ("Indiana Franchise Practices Law"). In the event of any conflict between any provision of the franchise agreement and the Indiana Franchise Practices Law the Indiana law will control, but in that case, the provision of the franchise agreement affected will be limited only to the extent necessary to bring it within the requirement of the law and, to that extent, that provision shall be deemed to have been omitted from the franchise agreement as of the date of execution of the franchise agreement. This will not affect the validity of any remaining portion of the franchise agreement.

**MARYLAND**

1. ITEM 5: Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the franchise agreement.

2. Item 11: To obtain an accounting of the MAP Fund, the franchisee should contact the Franchisor's President or Vice President in writing.

3. Items 17 (c) and (m) are modified to state that any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 17(h) is modified to state that the agreement provides for termination upon insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce it to the extent the law allows.

5. Item 17(v) is modified to state that you may, subject to your obligations in the franchise agreement, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Item 17(w) is modified to state that Texas law applies, except as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. Item 17 is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. Franchise Agreement, Schedule D, Acknowledgement Addendum, is amended to add the following:

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.

Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise and Disclosure Law (MD CODE ANN., BUS. REG. §§ 14-201 through 14-233) are met independently without reference to this Addendum.

**FOR THE STATE OF MARYLAND**

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Real Property Management SPV LLC and _____ _____.

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for Real Property Management SPV LLC is amended as follows:

- Sections 4.B and 10.D.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.

- Section 8.A, Initial Franchise Fee, is amended by adding the following language at the end of the section:

  "Based upon our financial condition, the Maryland Securities Commissioner has imposed a fee deferral requirement. Therefore, you will not be required to pay the initial fees due to us and/or our affiliates, including the Initial Franchise Fee and any other fees, until we have completed all our pre-opening obligations to you and you begin operating your franchise business."

- Sections 12.A and 12.B, which terminate the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

- Section 14.G.1 requires that the Franchise be governed by the laws of the State of Texas; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

- Sections 11 and 14.H require litigation or arbitration to be conducted in the State of Texas; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

- Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise 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.

- Section 13.B is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within three (3) years after the grant of the Franchise.

2. MAP Fund: To obtain an accounting of the MAP Fund, franchisee should contact our President or Vice President in writing.

3. 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.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

| | |
|---|---|
| Real Property Management SPV LLC: | Franchisee: |
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |

**MINNESOTA**

1. **THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

   **THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE**.

2. Item 13 is amended to add the following:

   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 to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

3. Item 17(b) is amended to add the following:

   We will comply with Minn. Stat. §80C.14, which requires (except in certain specified cases) that we give you 180 days' notice for non-renewal of the franchise except in specified circumstances.

4. Item 17(f) is amended to add the following:

   We will comply with Minn. Stat. §80C.14, which requires (except in certain specified cases) that we give you 90 days' notice of termination and you will have 60 days to cure your default.

5. Item 17(c) and (m) are modified to include the following language after "general release":

   "(Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.)."

6. Item 17(l) is amended to add the following:

   We will comply with Minn. Stat. §80C.14, which requires that consent to the transfer of a franchise not be unreasonably withheld.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

8. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

9. Item 17(v) is amended to add the following:

   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.

10. Item 17(w) is amended to add the following:

    Texas law applies unless Minnesota state law supersedes this provision. Nothing in this disclosure document or the franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

11. 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 term of any document executed in connection with this franchise.

Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota state franchise law (MINN. STAT. §§ 80C.01 through 80C.22) are met independently without reference to this Addendum.

**FOR THE STATE OF MINNESOTA**

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Real Property Management SPV LLC and _____ _____.

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- Sections 4 and 12 are amended to add that with respect to Franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

- Sections 4.B and 10.D.6 do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- Section 3 is amended to add that as required by Minnesota Franchise Act, Real Property Management SPV LLC will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by Real Property Management SPV LLC, and so long as Real Property Management SPV LLC is timely notified of the claim and is given 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.

- Section 13.B is amended to state that any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless the action is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.

- Section 14.J is deleted in its entirety.

- Section 14.I is deleted in its entirety.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. However, Franchisor may seek such relief through the court system with or without a bond as determined by a court. Minn. Rule Part 2860.4400J prohibits Franchisee from waving its rights to a jury trial or waiving its rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages,

termination penalties or judgment notes. To the extent that the Franchise Agreement requires Franchisee to waive these rights, the Franchise Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

2. 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.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

| | |
|---|---|
| Real Property Management SPV LLC: | Franchisee: |
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |

**NEW YORK**

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 RESOURCES 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 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 THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, the following applies 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 that is 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 ten years 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 a 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; this proviso intends 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 a 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 the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**NORTH DAKOTA**

1. ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

- Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If Franchisor elects to cancel this Franchise Agreement, Franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. Item 17(c) is amended to add the following:

Under §51-19-09 of the North Dakota Franchise Investment Law, you are not required to sign a general release on renewal or transfer/assignment of the franchise agreement.

3. Item 17(r) is amended to add the following:

In accordance with North Dakota law, the restrictions of the covenant not to compete might not apply to your activities after the termination or expiration of your franchise agreement.

4. Item 17(u) is amended to add the following:

To the extent required by law unless preempted by the Federal Arbitration Act, all disputes must be litigated or arbitrated either in North Dakota or in a mutually agreed location.

5. Item 17(v) is amended to add the following:

To the extent required by law unless preempted by the Federal Arbitration Act, all litigation and arbitration must be in North Dakota or in a mutually agreed location.

6. Item 17(w) is amended to add the following:

The Federal Arbitration Act and North Dakota laws apply except to the extent that the franchise agreement is governed by the United States Trademark Act of 1946 (Lanham Act, 15 USC § 1051, et seq.).

7. Item 17 is amended by the addition of the following:

**THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):**

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to *NDCC Section 9-08-06*, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law (N.D. CENT. CODE §§ 51-19-01 through 51-9-17) are met independently without reference to this Addendum.

**FOR THE STATE OF NORTH DAKOTA**

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Real Property Management SPV LLC and _____ _____.

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- Under Sections 4.B and 10.D.6, the execution of a general release upon renewal, or transfer will be inapplicable to Franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.

- Section 5.H is amended to add that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

- Section 11 is amended to state:

If Franchisor or Franchisee is required to enforce this Agreement via judicial or arbitration proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding.

- Section 9.3 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- Section 14.G.1 is amended to state that in the event of a conflict of laws, North Dakota Law shall prevail.

- Section 14.H is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law.

- Section 13.B is amended to state that the statute of limitations under North Dakota Law shall apply.

- Sections 14.J and 14.I are deleted in their entireties.

- Section 11 is amended to state that arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

| | |
|---|---|
| Real Property Management SPV LLC: | Franchisee: |
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |

**RHODE ISLAND**

ITEM 17 of the Disclosure Document is amended to add the following:

- The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 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 the Rhode Island Franchise Investment Act.

Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act (19 R.I. GEN. LAWS §§ 19-28.1-1 through 19-28.1-34) are met independently without reference to this Addendum.

**FOR THE STATE OF RHODE ISLAND**

This Addendum to the Franchise Agreement is agreed to this ___ day of _____, 20___, is by and between Real Property Management SPV LLC and _____ _____.

1. In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Franchise Agreement for Real Property Management SPV LLC is amended as follows:

- Sections 11.B, 14.G.1 and 14.H are amended to state that restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

| Real Property Management SPV LLC: | Franchisee: |
|---|---|
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |

## SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

For franchises and franchisees subject to the South Dakota Franchises for Brand-Name Goods and Services Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the Real Property Management SPV LLC Franchise Disclosure Document.

1. Item 17 is amended by the addition of the following language to the original language that appears therein:

(a) Before terminating the Franchise Agreement based upon your failure to meet performance and quality standards, and/or failure to make royalty payments, the franchisor must afford you a 30-day notice with an opportunity to cure said defaults.

(b) Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provides by law.

(c) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

(d) The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, the franchise agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the law of Texas.

**ADDENDUM TO FRANCHISE AGREEMENT**
**FOR RESIDENTS OF SOUTH DAKOTA**

This ADDENDUM TO FRANCHISE AGREEMENT is entered into by and between Real Property Management SPV LLC, a Delaware limited liability company with an address of 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor") and _____, individually, with an address of _____ ("Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and wish to amend certain terms of the Agreement. This Addendum is being signed because (a) the offer or sale of the franchise for the Franchised Business that Franchisee will operate under the Agreement was made in the State of South Dakota, and/or (b) Franchisee is a resident of South Dakota and the Franchised Business will be located in South Dakota.

NOW, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Section 12.B of the Franchise Agreement is amended to provide as follows:

Before terminating the Franchise Agreement based upon your failure to meet performance and quality standards, and/or failure to make royalty payments, the franchisor must afford you 30 days written notice with an opportunity to cure said defaults prior to termination.

3. Section 9.D of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

"Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provides by law."

4. Section 14.G.1 of the Franchise Agreement is amended to reflect the following:

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the laws of the state of Texas.

5. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota. In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The undersigned does hereby acknowledge receipt of this Addendum.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____
_____, individually

Accepted as of the _____ day of _____, 20__, in _____, ____.

FRANCHISOR:

_____
BY: _____
_____, President

**VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for **Real Property Management SPV LLC** for use in the Commonwealth of Virginia shall be amended as follows:

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 ground 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.

**ADDENDUM TO FRANCHISE AGREEMENT**
**FOR RESIDENTS OF VIRGINIA**

This ADDENDUM TO FRANCHISE AGREEMENT is entered into by and between Real Property Management SPV LLC, a Delaware limited liability company with an address of 1010 North University Parks Drive, Waco, Texas 76707 ("Franchisor") and _____, individually, with an address of _____ "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and wish to amend certain terms of the Agreement. This Addendum is being signed because (a) the offer or sale of the franchise for the Franchised Business that Franchisee will operate under the Agreement was made in the State of Virginia, (b) Franchisee is a resident of Virginia, and/or (c) the Franchised Business will be located or operated in the State of Virginia.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Agreement is hereby amended as follows:

1. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

The undersigned does hereby acknowledge receipt of this Addendum.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____
_____, individually

Accepted as of the _____ day of _____, 20__, in _____, ____.

FRANCHISOR:

_____
BY: _____
_____, President

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is

inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Assurance of Discontinuance**. To resolve an investigation by the Washington Attorney General and without admitting any liability, the franchisor has entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where the franchisor affirmed that it already removed from its form franchise agreement a provision which restricted a franchisee from soliciting and/or hiring the employees of other franchisees, which the Attorney General alleges violated Washington state and federal antitrust and unfair practices laws. The franchisor has agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that its Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify its franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against the franchisor.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

| | |
|---|---|
| _____ | _____ |
| Signature of Franchisor Representative | Signature of Franchisee Representative |
| _____ | _____ |
| Title of Franchisor Representative | Title of Franchisee Representative |

# EXHIBIT S

## STATE EFFECTIVE DATES

## STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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:

| | |
|---|---|
| California: | April 2, 2026, as amended August 11, 2026 |
| Hawaii: | [PENDING] |
| Illinois: | April 2, 2026, as amended August 11, 2026 |
| Indiana: | April 2, 2026, as amended August 11, 2026 |
| Maryland: | April 17, 2026, as amended August 11, 2026 |
| Michigan: | April 2, 2026, as amended August 11, 2026 |
| Minnesota: | June 10, 2026, as amended [PENDING] |
| New York: | April 2, 2026, as amended August 11, 2026 |
| North Dakota: | April 6, 2026, as amended August 11, 2026 |
| Rhode Island: | April 15, 2026, as amended August 11, 2026 |
| South Dakota: | April 6, 2026, as amended August 11, 2026 |
| Virginia: | April 19, 2026, as amended [PENDING] |
| Washington: | April 27, 2026, as amended August 11, 2026 |
| Wisconsin: | April 2, 2026, as amended August 11, 2026 |

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.

Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

# RECEIPTS

## 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 Real Property Management SPV LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Real Property Management SPV LLC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise.

Franchise Sellers located at 1010 North University Parks Drive, Waco, Texas 76707, 254-745-2404:
□ Debra Cohen
□ Darin Finch
□ Other/Broker (name/address/phone number):_____
_____

Issuance Date: April 2, 2026, as amended August 11, 2026

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states.

I received a disclosure document dated April 2, 2026, as amended August 11, 2026, that included state addenda and the following exhibits: A) Franchise Agreement with Schedules; (B) Agencies/Agents for Service of Process; (C) Financial Statements of our Parent; (D) Parent Guarantee; (E) Current Franchisees in the United States as of December 31, 2025; (F) Franchisees in the United States who left the System in the past 12 months as of December 31, 2025; (G-1 & G-2) Renewal Addenda; (H) General Release [sample]; (I) BackOffice Bookkeeping Assistance Program Service Agreement; (J) BackOffice HelpDesk Plus Service Agreement; (K) BackOffice Quarterly Bank Review Service Agreement; (L) Property Management Software Agreement; (M) Software System User & Maintenance Agreement; (N) Assignment and Consent Agreement; (O) PROTRADENET Agreement; (P) Acquisition Addendum; (Q) Digital Marketing Program Agreement; (R) State Addenda; and (S) State Effective Dates.

You may return the signed receipt either by signing, dating, and mailing it to Real Property Management SPV LLC at 1010 North University Parks Drive, Waco, Texas 76707, or by scanning and emailing a copy of the signed and dated receipt to your sales representative.

_____ _____
Date of Receipt Print Name

_____
Signature

**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 Real Property Management SPV LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Real Property Management SPV LLC 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

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Franchise Sellers located at 1010 North University Parks Drive, Waco, Texas 76707, 254-745-2404:
□ Debra Cohen
□ Darin Finch
□ Other/Broker (name/address/phone number):_____

_____

Issuance Date: April 2, 2026, as amended August 11, 2026

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states.

I received a disclosure document dated April 2, 2026, , as amended August 11, 2026, that included state addenda and the following exhibits: (A) Franchise Agreement with Schedules; (B) Agencies/Agents for Service of Process; (C) Financial Statements of our Parent; (D) Parent Guarantee; (E) Current Franchisees in the United States as of December 31, 2025; (F) Franchisees in the United States who left the System in the past 12 months as of December 31, 2025; (G-1 & G-2) Renewal Addenda; (H) General Release [sample]; (I) BackOffice Bookkeeping Assistance Program Service Agreement; (J) BackOffice HelpDesk Plus Service Agreement; (K) BackOffice Quarterly Bank Review Service Agreement; (L) Property Management Software Agreement; (M) Software System User & Maintenance Agreement; (N) Assignment and Consent Agreement; (O) PROTRADENET Agreement; (P) Acquisition Addendum; (Q) Digital Marketing Program Agreement; (R) State Addenda; and (S) State Effective Dates.

You may return the signed receipt either by signing, dating, and mailing it to Real Property Management SPV LLC at 1010 North University Parks Drive, Waco, Texas 76707, or by scanning and emailing a copy of the signed and dated receipt to your sales representative.

_____ _____
Date of Receipt Print Name

_____
Signature