

# FRANCHISE DISCLOSURE DOCUMENT



**REALTY EXECUTIVES INTL. SVCS. LLC**  
An Arizona limited liability company  
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Phoenix, Arizona 85008  
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Website: [www.reealtyexecutives.com](http://www.reealtyexecutives.com)

REALTY EXECUTIVES INTL. SVCS. LLC offers franchises for the operation of a real estate brokerage that offers a variety of real estate services to the general public.

The total investment necessary to begin operation of your REALTY EXECUTIVES franchise ranges from \$42,700 (which assumes a virtual office) to \$395,500 (which assumes a physical office). This includes \$25,000 that must be paid to us.

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 government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor at 4343 E. Outlier Blvd., Suite 123, Phoenix, Arizona 85008, or by phone at 800-252-3366 or by emailing [Franchising@RealtyExecutives.com](mailto:Franchising@RealtyExecutives.com).

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 14, 2023

## 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
<b>How much can I earn?</b>	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 EXHIBIT “G”.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or EXHIBIT “H” includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Realty Executives business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a Realty Executives franchisee?</b>	Item 20 or EXHIBIT “G” lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 “A”.

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 and/or litigation only in Arizona. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Arizona than in your own state.

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 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 document 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 which 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 which 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 transferee 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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 this notice should be directed to:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

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## ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we”, “us” and “the Company” mean REALTY EXECUTIVES INTL. SVCS. LLC - the franchisor. “You” means the person who buys a REALTY EXECUTIVES franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation and your members if you are a limited liability company. Your “Office(s)” means the office that you will operate if we grant you a REALTY EXECUTIVES franchise.

### **Corporate Information**

REALTY EXECUTIVES INTL. SVCS. LLC is an Arizona limited liability company that was organized on April 1, 2014. Our principal business address is located at 4343 E. Outlier Blvd., Suite 123, Phoenix, Arizona 85008, and our telephone number is 800-252-3366. Our agent for service of process is disclosed in Exhibit “B” to this Disclosure Document. We do not do business under any names other than “REALTY EXECUTIVES INTL. SVCS. LLC” and the trade names “Realty Executives International”, “Realty Executives” and “REI”.

### **Business History**

We began offering REALTY EXECUTIVES franchises in May of 2015. We are not engaged in any business other than offering the REALTY EXECUTIVES franchises described in this Disclosure Document and administering the REALTY EXECUTIVES franchise system. We have never offered franchises in any other line of business. We have never directly operated a REALTY EXECUTIVES brokerage. However, our affiliate has owned and operated REALTY EXECUTIVES brokerages in various states since September 2017.

### **Parents, Affiliates and Predecessors**

We have the following direct and indirect parent companies:

PARENT COMPANIES	
Name	Principal Business Address
New REI Holdings, LLC	Same as ours
TNC REI LLC	Same as ours
Outlier Holdings LLC	4343 E. Outlier Blvd., Suite 300 Phoenix, Arizona 85008

Our predecessor is Realty Executives International, Inc. (“Predecessor”). Predecessor’s principal business address is located at 4343 E. Outlier Blvd., Suite 123, Phoenix, Arizona 85008. Predecessor never directly operated a REALTY EXECUTIVES brokerage. Predecessor offered REALTY EXECUTIVES franchises from March of 1987 until April of 2015. Predecessor also offered REALTY EXECUTIVES regional development franchises from February of 1990 through March of 2011 under a separate Disclosure Document. During that time, Predecessor sold a total of 22 regional development franchises. Regional Developers are responsible for offering, selling, developing, servicing and supporting REALTY EXECUTIVES subfranchises within an exclusive territory. On April 14, 2014, we entered into a transaction with Predecessor pursuant to which we acquired specified assets of Predecessor, including all of the franchise agreements of Predecessor.

We do not have any affiliates that: (a) offer goods or services to our franchisees; or (b) offer (or have ever offered) franchises for REALTY EXECUTIVES businesses. The following table lists each of our affiliates that offers, or has ever offered, franchises in other lines of business. None of the affiliates listed below has ever operated a REALTY EXECUTIVES business.



AFFILIATE FRANCHISING COMPANIES				
Name	Principal Business Address	Business Franchised*	Time Offered	Number Sold (12/31/2022)
Pump It Up Holdings, LLC	4343 E. Outlier Blvd. Suite 220 Phoenix, AZ 85008	Pump It Up®	2015 to present	75
BounceU Holdings, LLC	4343 E. Outlier Blvd. Suite 220 Phoenix, AZ 85008	BounceU®	2009 to present	15
Passport Health, LLC	4343 E. Outlier Blvd. Suite 220 Phoenix, AZ 85008	Passport Health®	2014 to present	19

- \* Pump It Up is an entertainment business that features supersized branded equipment, other active and creative games, merchandise, food and services and is identified by the trade name and service mark “Pump It Up®”.
- \* BounceU is an open-play and party service business featuring interactive games and inflatable play equipment and activities identified by the trade name and service mark “BounceU®”.
- \* Passport Health is a travel health and immunization business that specializes in administering a variety of vaccines, providing travel immunizations and information, selling related products and supplies, and performing associated services such as physical exams under the brand name Passport Health®.

### **Description of Franchised Business**

We grant franchises to operate real estate offices under the REALTY EXECUTIVES name using our unique system, which includes the “original 100% Commission Concept” as well as our distinctive logos, promotional materials, operating systems and proprietary Intranet portal (collectively, the “System”). We offer franchises to franchisees that operate pre-existing real estate businesses as well as franchisees that have no prior experience in operating a real estate business. We will train you how to utilize our System in operating a real estate office that provides a variety of real estate services, including leasing, listing, purchasing, referrals, selling, trading and other services of a similar nature (your “Business”). We will also share best business practices, invite you to collaborate with us and other franchise owners, and provide you with other resources and support that you can utilize in operating your Business. We do not show you how to operate a real estate business.

We will grant you a license to use certain trademarks, service marks, logos and trade names, including the REALTY EXECUTIVES name (collectively, the “Marks”) relating to the operation of your Business. We will provide you with access to our proprietary intranet site which includes information regarding the operational aspects of a REALTY EXECUTIVES franchise. We may also provide you with operational information through other formats, including training videos, digital presentations, documents and other training resources. The Disclosure Document collectively refers to all of this information as the “Manual”. You will operate your REALTY EXECUTIVES franchise as an independent business using the Marks, the System, the REALTY EXECUTIVES name, as well as the support, guidance and other methods and materials provided or developed by us. You will offer and provide real estate services to the general public under the terms and conditions contained within the franchise agreement (the “Franchise Agreement”) and the Manual. The form of Franchise Agreement is attached to this Disclosure Document as Exhibit “C”. You may offer no other goods or services in conjunction with the System or the Marks without our prior written approval.

### **Territory Release Arrangements**

On occasion, we grant to certain of our franchisees (“Territory Releasers”) the right to release a portion of their territory to us to enable us to resell the territory to a new franchisee. In order to effectuate the

transaction, the prospective franchisee and the Territory Releasor must enter into a Territory Release Agreement, pursuant to which the prospective franchisee agrees to make initial and ongoing payments to the Territory Releasor. If the franchisee operates under the All-Inclusive Fee Structure (described in Item 6), the franchisee pays us, and we remit a portion of the fee to the Territory Releasor. The current form of Territory Release Agreement is attached to this Disclosure Document as Exhibit “D”. The prospective franchisee then executes our standard Franchise Agreement and pays us an initial franchise fee ranging from \$1,000 to \$25,000 depending on the population and agent base associated with the territory. These transactions are referred to in this Disclosure Document as “Territory Release Arrangements”. If you acquire your franchise through a Territory Release Arrangement, you will be required to pay additional fees to the Territory Releasor pursuant to the terms of the Territory Release Agreement.

To be eligible to act as a Territory Releasor, the franchisee must meet certain minimum qualifications and must acquire a territory large enough to support multiple franchisees. If we allow you to act as a Territory Releasor, you will sign our standard Franchise Agreement as well as the Territory Release Addendum that is attached to this Disclosure Document as Exhibit “K”. You will not pay us any additional fees to be a Territory Releasor. As a Territory Releasor, you may refer prospective franchisees to us for purposes of acquiring a portion of your Territory (as defined in Item 12 of this Disclosure Document). We will have the right, in our sole discretion, to choose whether to grant a franchise to the referred franchisee. If we do not grant the franchise, you cannot enter into the Territory Release Agreement with the franchisee. If we grant the franchise, you will negotiate the initial and ongoing fee that the franchisee will pay directly to you. We must approve the ongoing fee negotiated between you and the franchisee under the Territory Release Arrangement. However, if the franchisee uses the All-Inclusive Fee Structure, we will collect all ongoing fees from the franchisee and pay you the amount owed to you as specified in the Territory Release Addendum. We require that Territory Releasors administer a regional marketing cooperative for the benefit of the franchisees who have entered into Territory Release Agreements with the Territory Releasor. We also require that Territory Releasors assist us in enforcing the terms and conditions of the Franchise Agreement(s) with the franchisee(s). We do not require that our Territory Releasors provide any other post-sale obligations on behalf of franchisees. As a condition for being a Territory Releasor, you will be required to meet certain minimum development obligations, which will be commensurate with the size of your Territory. These obligations may be in the form of a specified number of franchisees, Salespersons, designated offices or minimum monthly payment.

### **Market and Competition**

The market of potential customers of a REALTY EXECUTIVES business is comprised primarily of members of the general public who are buying and selling real property, along with the sale of operating businesses and property management services. If you operate a REALTY EXECUTIVES franchise, your competition will primarily consist of other licensed real estate brokerage firms, including real estate firms that are affiliated with other national real estate franchise systems. You will also compete with independent real estate brokerage firms and individuals that are buying or selling real estate on their own behalf.

### **Laws and Regulations**

You must comply with all federal, state and local laws and regulations relating to the operation of your Business. Most states have a regulatory agency that regulates the activities of local real estate brokers and salespersons, and you must comply with any rules or regulations issued by such regulatory agencies. In addition, your local regulatory agency may require that your business be licensed as a real estate broker and that you and certain of your employees be individually licensed or registered as real estate brokers or real estate salespersons. Your business may also be subject to the federal law entitled the “Real Estate Settlement Procedures Act.” If you are a Territory Releasor, you must comply with state and federal laws regulating franchise marketing, solicitations and sales and you may need to be licensed as a franchise broker or sales agent depending on the state in which your Territory is located. There may be other federal, state and/or local laws or regulations pertaining to your Business with which you must comply. You may wish to

investigate these laws before buying a REALTY EXECUTIVES franchise or requesting to act as a Territory Releasor.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Chairman and CEO - Dave Tedesco**

Mr. Tedesco has served as our Chairman since April 2014 and CEO since December 2016. From April 2014 through the present, Mr. Tedesco has also served as Executive Chairman and Board Member of our Predecessor, as well as Chairman and a member of the board of managers of New REI Holdings, LLC. Mr. Tedesco has been Managing Director and Chief Executive Officer of Outlier, a Phoenix-based private investment firm, since September 2006.

### **Chief Financial Officer – Shelly Jagers**

Ms. Jagers has served as our Chief Financial Officer since January of 2022. From May 2007 to December 2021, Ms. Jagers served as Controller for us (and prior to that, our Predecessor).

### **President - Patrick van den Bossche**

Mr. van den Bossche has served as our President since January 2018. He is also a licensed Arizona real estate agent since 2005.

### **VP of Training and Product Development - David Celaya**

Mr. Celaya has served as our VP of Training and Product Development since June 2016. From July 2011 through May 2016, Mr. Celaya Director of Training for us (and prior to that, our Predecessor).

### **VP of Franchise Services - Alysia Heun**

Ms. Heun has served as our VP of Franchise Services since June 2017. From June 2013 to June 2017, Ms. Heun served as Franchise Support Specialist for us (and prior to that, our Predecessor).

### **Partner and Chief Operating Officer (Realty Executives Integrity) - Dana Keegan**

Ms. Keegan has served as the Partner and Chief Operating Officer of Realty Executives Integrity (our Wisconsin area representative) since April 2007 in Hartland, Wisconsin.

### **Member, Owner (Realty Executives Integrity) - Dale Schaechterle**

Mr. Schaechterle has served as the Member and Owner of Realty Executives Integrity (our Wisconsin area representative) since January 1994 in Hartland, Wisconsin.

## **ITEM 3 LITIGATION**

### **REALTY EXECUTIVES INTL. SVCS., LLC V. WHALEY REALTY CRL, LLC AND KRYSTAL WHALEY; CASE NO. CV2023-001036, MARICOPA COUNTY (ARIZONA) SUPERIOR COURT, FILED ON JANUARY 20, 2023.**

On January 20, 2023, we filed a lawsuit in the Maricopa County Superior Court for the State of Arizona against a former franchisee, Whaley Realty CRL, LLC, and its owner, Krystal Whaley. The lawsuit arose from breaches of the franchisee's franchise agreement as to Whaley Realty, and breach of the personal guaranty by Ms. Whaley. We have alleged that Whaley Realty breached the Franchise Agreement by, among other things: (a) failure to comply with the books and records request that was made under Section 10.2; (b) failure to meet the Salesperson quota under Section 9; (c) failure to maintain the required designated/principal broker for each office location, as required under Section 8.6; and (d) the existence of complaints made to the Tennessee Real Estate Commission which causes negative and/or harmful public

perceptions of the REALTY EXECUTIVES brand and has adversely affected the reputation of and/or the goodwill associated with its Marks. As of the date of this Disclosure, the defendant parties have been served, and the litigation is ongoing.

**Realty Executives Intl. Svcs., LLC v. Realty Executives Lifestyle Group, LLC, Thomas Clark, Karen Ann Murphy Clark, Larry J. Spann, and Southeastern Real Estate Associates, LLC; Case No. CV2022-004288, Maricopa County (Arizona) Superior Court, filed on April 6, 2022.**

On April 6, 2022, we filed a lawsuit in the Maricopa County Superior Court for the State of Arizona against a former franchisee, Realty Executives Lifestyle Group, LLC (“Franchisee”), and its owners, Thomas Clark, Karen Ann Murphy Clark and Larry J. Spann, along with its successor-in-interest, Southeastern Real Estate Associates, LLC (“SREA”). The lawsuit arose from the non-payment of fees by the Franchisee under its Franchise Agreements and Amending Agreement. The Complaint also alleged that Mr. Clark engaged in fraud when he entered into the Amending Agreement, sought relief against Mr. Clark for breach of a Promissory Note, and sought a finding that SREA was the successor-in-interest of the Franchisee. On or around October 19, 2022, the parties reached an agreement with respect to settlement, and on December 6, 2022, the settlement agreement was fully executed. Under the settlement agreement, Mr. Spann agreed to pay, and has paid, \$1,000 to us. The settlement agreement also calls for Mr. Clark to pay us the total amount of \$104,600 over a period of approximately 3.5 years, including an initial payment of \$50,000. As of the date of this Disclosure Document, Mr. Clark is not in compliance with his payment obligations under the settlement agreement and the lawsuit has not yet been dismissed.

**Realty Executives Intl. Svcs., LLC v. Struzan Holdings LTD., Dwight Streu and Bernie Molzan, Court File Number 2001-00239, Court of Queen’s Bench of Alberta, filed on January 7, 2020.**

On January 7, 2020, we filed a lawsuit against a former franchisee and its owners for the territory of the Provinces of Alberta and British Columbia for breach of their franchise agreement. Defendants advised us that they did not intend to renew the franchisee’s real estate brokerage license, which would result in breach of the franchise agreement and abandonment of the franchised business despite 5 years remaining under the term. The Complaint also alleged that Mr. Streu and Mr. Molzan breached the noncompetition and non-solicitation covenants under their franchise agreement by joining a competing real estate brokerage and soliciting and recruiting former REALTY EXECUTIVES agents to work with them. This case and all claims related to it were resolved by settlement, with a discontinuance of claim filed on January 19, 2022. As part of the settlement, the defendants agreed to pay us an undisclosed amount in full satisfaction of our claims for lost future royalties and past amounts due.

**Realty Executives Intl. Svcs., LLC v. IBJ, Inc. et. al.; Case No. CV2019-005351, Maricopa County (Arizona) Superior Court, filed on March 15, 2019**

On March 15, 2019, we filed a lawsuit and request for Preliminary Injunction in the Maricopa County Superior Court for the State of Arizona against former franchisee, IBJ, Inc. and its owners Badar Mansoor, Julian Lopez, Leah Mitchell and Irfan Nazir. The lawsuit was filed in response to Defendants apparently opening and operating a competing real estate business from the same facility as Defendants’ REALTY EXECUTIVES office in a seeming effort to divert money, business and goodwill away from us. The complaint alleged:

- (i) trademark infringement and false designation due to Defendants improperly utilizing our trademarks in connection with the competing business;
- (ii) breach of contract due to Franchisee’s operation of a competitive business in violation of the non-competition covenants imposed under the Franchise Agreement and failure to pay ongoing transaction fees owed to us; and

(iii) breach of the implied covenant of good faith and fair dealing based on the conduct alleged in the breach of contract claim.

The franchise agreement was terminated, and we sought recovery of damages and a preliminary injunction relating to Defendants' alleged trademark infringement, false designation and improper accounting. In response, Defendants filed counterclaims against us alleging breach of contract and breach of the implied covenant of good faith and fair dealing for our alleged failure to provide certain support required under the franchise agreement. We denied all of the Defendants' claims and provided controverting evidence. This case and all claims related to it were resolved by settlement, and all matters were dismissed with prejudice on January 15, 2021, with the defendants agreeing to pay \$150,000 to REI as part of the final settlement.

**Realty Executives Intl. SVCS, LLC v. Bill Tarrabain, Philippe Roy, Rick Roswell, Gary Kirkham, and Devonshire Western Canada Ltd.; Court File No. 1701-08015, Court of Queen's Bench of Alberta, filed on June 16, 2017; Realty Executives Intl. Svcs., LLC, v. Devonshire Western Canada Ltd, a Canadian entity, Bill Tarrabain and Najat Tarrabain, Philippe Roy and Jane Doe Roy, Richard Rowswell and Stella Rowswell, and Gary Kirkham, Case No. 2:17-CV-02671-PHX-DJH, Filed August 8, 2017**

On June 16, 2017, we filed a lawsuit seeking injunctive relief in the Court of Queen's Bench of Alberta in Calgary, Alberta against our former regional developer and its owners for the territory of the Province of Alberta in connection with their alleged breach of the non-competition and non-solicitation covenants contained in their regional development agreement resulting from their entering into or causing the subfranchisees in the Province of Alberta owned or controlled by them to enter into agreements with Maxwell Realty Inc., a competitive chain of real estate brokerages. The regional developer agreement was terminated, and we sought injunctive relief prohibiting Defendants from competing and soliciting our franchisees and their agents and personnel in violation of Defendants' regional developer agreement. On June 22, 2017, the court dismissed this case in response to REI's motion so that REI could pursue its claims in Arizona instead of Alberta.

On August 8, 2017, we refiled suit in US District Court for the State of Arizona, again alleging breach of contract and in particular breach of non-competition and non-solicitation covenants in the regional development agreement. Defendants filed counterclaims, which they later withdrew, and the parties filed cross-motions for summary judgment. The trial court judge granted Defendants' motion for summary judgment as to portions of the case, which ruling we promptly appealed to the Ninth Circuit Court of Appeals. While that appeal was pending and prior to resumption of the remaining aspects of the case in District Court, we commenced an additional case against certain parties included among or closely related to the Defendants by filing a complaint before the American Arbitration Association setting forth allegations similar to those in the District Court action, on additional contractual grounds. The arbitration action defendants filed a motion seeking to have the arbitration case dismissed on various grounds, which motion was denied.

In January, 2022, before a resolution of the Appeal in the Ninth Circuit or of the Arbitration before the American Arbitration Association, the parties reached a confidential, mutually agreed resolution of their disputes and the various legal actions brought and pursued by us against the Devonshire-associated entities and individuals in multiple venues since 2015. In connection with the settlement and dismissal of all actions, the Defendants agreed not to contest \$1,000,000 of our total overall damages claim and to abandon any theory of claim or offset for seeking any portion of the approximately \$1,300,000 in legal fees expended by the Defendants in the actions overall.

**Realty Executives Intl. SVCS, LLC v. FJM Corporation, Charles J. Moore, Frances E Moore and Brokers Holdings, LLC; Case No. CIV2:16-cv-01511-RFB-NJK, United States District Court, District of Nevada, filed on June 24, 2016**

On June 24, 2016, we filed a lawsuit and request for Preliminary Injunction in the United States District Court in the District of Nevada against our franchisee FJM Corporation, Inc. (“FJM”), franchise owners Charles Jeffery Moore and Frances E. Moore, and Brokers Holdings, LLC (“Brokers Holdings”), following the sale of FJM’s stock to Brokers Holdings. We alleged that: (i) the sale violated our franchise agreement with FJM; and (ii) Defendants engaged in trademark infringement by continued use of our Marks after the transfer of the franchise business to Brokers Holdings. The Court entered a preliminary injunction in our favor prohibiting Defendants from using our Marks. The preliminary injunction expired October 10, 2016. Our claims (for breach of contract and infringement) were compelled to arbitration pursuant to the arbitration clause in the franchise agreement. This case and all related actions were resolved by settlement and all matters were dismissed with prejudice on July 24, 2017, with the defendants agreeing to pay damages as part of the final settlement and refrain from any further use of our Marks.

Other than these 6 actions, no litigation is required to be disclosed in this Item.

**ITEM 4 BANKRUPTCY**

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

**ITEM 5 INITIAL FEES**

**Initial Franchise Fee**

You must pay us a non-refundable initial franchise fee of \$25,000. However, if we believe an adjustment is warranted, we may waive, reduce or change the amount or the payment date for the initial franchise fee. There is no formula for these adjustments and each situation is evaluated on a case-by-case basis. Relevant factors may include: (a) larger or more experienced prospective franchisees; (b) prospective franchisees with whom we or our affiliates have had prior business experience; (c) prospective franchisees departing from other franchise or licensing systems; and (d) prospective franchisees in other unique circumstances. In 2022, some franchisees negotiated discounted initial franchise fees ranging from \$1,100 to \$8,000.

If you purchase your franchise through a Territory Release Arrangement (described in Item 1), you will: (a) pay us an initial franchise fee ranging from \$1,000 to \$25,000 depending on the population and agent base associated with your Territory; and (b) pay the Territory Releasor an additional initial fee that is negotiated between you and the Territory Releasor.

The entire amount of the initial franchise fee is due in full at the time you sign the Franchise Agreement unless we finance all or a portion of the fee. See Item 10 for a discussion of the financing we offer. The initial franchise fee is not refundable under any circumstances and is uniformly imposed except as otherwise discussed above.

**Initial Training Fee**

We will provide our initial training program for your Broker Owner (defined in Item 15) and 2 additional trainees at no charge. If you register more than 3 people to our initial training program, we may charge you an initial training fee of \$499 for each person that attends initial training (other than the 3 people that may attend at no additional charge). The initial training fee is due 10 days after invoicing. The initial training fee is uniformly imposed and nonrefundable.

**ITEM 6 OTHER FEES**

TYPE OF FEE <sup>1 &amp; 2</sup>	AMOUNT	DUE DATE	REMARKS
Monthly Service Fee	Varies based on fee structure you choose	15 <sup>th</sup> day of the month	See Notes 3 and 9.

TYPE OF FEE <sup>1 &amp; 2</sup>	AMOUNT	DUE DATE	REMARKS
Territory Fee	[Territory/Office Fee Structure 1] Varies based on Territory population	15 <sup>th</sup> day of the month	See Notes 4, 5 and 9.
	[Territory/Office Fee Structure 2] No territory fee charged (must pay Office Fee for every Office you open).	Not Applicable	
Office Fee	[Territory/Office Fee Structure 1] No Office Fee for any Office opened inside your Territory.	15 <sup>th</sup> day of the month	See Notes 4, 6 and 9.
	[Territory/Office Fee Structure 2] \$400 per month for each Office that we authorize you to open inside your Territory.		
Marketing Fees	\$300 multiplied by the greater of: (a) your Salesperson Count; or (b) your Salesperson Quota.	15 <sup>th</sup> day of the month	See Notes 7 and 9.
Marketing, Training & Educational Materials	Our cost to produce and deliver the materials	As invoiced	None
Technology Fees	Varies based on fee structure and whether you choose to purchase optional tools. See Note 8 for a description of the technology tools and services and associated pricing.	Billed directly to your credit card on the 15 <sup>th</sup> day of the month	The concierge support team will help you set up your website. See Note 8 for additional information.
Training Fees	<u>Initial Training</u> : \$499 per person for initial training <u>Other Training</u> : Up to \$799 per person per program depending on program	10 days after invoicing	We provide initial training for 3 individuals at no additional charge. You must pay us a training fee of \$499 for each additional person that attends initial training (whether before or after opening). We may also charge training fees for periodic ongoing training programs that we offer. The training fee ranges from \$0 to \$799 depending on the program.
Annual Meeting Fee	Ranges from \$350 to \$799 per person (currently \$399 per person)	At time of registration for annual meeting	Each year, you must attend at least 1 national, regional, or REI qualifying event that we approve (either the broker/owner symposium or a national or regional conference). You must pay the meeting fee cost for 1 person if you fail to attend any qualifying event in that year.

TYPE OF FEE <sup>1 &amp; 2</sup>	AMOUNT	DUE DATE	REMARKS
Transfer Fee	\$5,000.  If you are a Territory Releasor, you or the transferee will pay an additional \$4,000 Transfer Fee, for a total Transfer Fee of \$9,000.	Prior to transfer of franchise	None
Audit Fee	\$2,500 plus the actual cost of the audit or inspection, including reasonable accounting and attorney's fees and travel and living expenses.	10 days after invoicing	Payable if the audit reveals underpayment or understatement of fees owed to us by 3% or more. Otherwise we will bear the cost of the audit. Past due amounts are immediately due together with applicable late fees (i.e., default interest).
Late Payment Charge	Lesser of 24% of amount past due (prorated on a daily basis) or the highest rate allowed by applicable law	Upon demand	Payable with respect to all past due amounts.
Declined Payment Fee	\$65 for each returned check or declined ACH or credit card payment	Upon demand	None
Extension Fee	Monthly fee equal to sum of (a) \$200 per month (for an administrative fee) plus (b) \$50 multiplied by your Salesperson Count (does not vary based on your fee structure or a Salesperson's fee type designation)	15 <sup>th</sup> day of the month	If you fail to timely exercise your renewal option but you continue to operate your Business, then the Franchise Agreement will, at our option, but without notice to you, renew automatically for a 6-month period. During the 6-month period (and any additional interim term extension period), you will pay us the Extension Fee in addition to all other fees due to us under the Franchise Agreement. See Note 9 regarding increases in this fee.
Supplier Review Costs	Actual costs we incur to review suppliers or products you propose	As incurred	If you propose the use of a non-approved supplier, we may charge you our costs that we incur in reviewing the supplier and its products or services.
Taxes	Actual amount of gross receipts, sales, use or other tax or assessment we pay	As incurred	See Note 10.
Attorneys' Fees	Actual attorneys' fees incurred by us	As incurred	See Note 11.
Indemnity	Actual amount of damages we incur	As incurred	You must indemnify us if we suffer damages or incur any liability based on your actions, the marketing or operation of your Business, or your breach of the Franchise Agreement.



TYPE OF FEE <sup>1 &amp; 2</sup>	AMOUNT	DUE DATE	REMARKS
Required Purchases and Licenses	Costs vary depending on the circumstances. Currently there are no required purchases or licenses from us beyond the Technology Fees.	As invoiced	You must purchase certain products according to our standards and specifications or from approved or designated suppliers, which may include us or our affiliates. We also may require that you license software or technology from us.
Liquidated Damages for Know-How Misappropriation	\$100,000 for each unauthorized use of Know-How	Immediately upon demand	Payable only if you or your owners or employees misappropriate our know-how

Notes:

1. **Definitions.** For purposes of the fee table and elsewhere in this Disclosure Document, the following defined terms have the meanings given to them below:

“Billing Date” means the day of each month we specify when we calculate your Monthly Fees and send you the associated invoice. The current Billing Date is the 20<sup>th</sup> day of each month. Monthly Fees are due the 15<sup>th</sup> day of the following month. We may periodically change the Billing Date upon at least 30 days’ prior written notice.

“Monthly Fees” means and includes the Monthly Service Fee, Office Fee, Territory Fee, Marketing Fee and Extension Fee.

“Monthly Sales Commissions” means the total compensation earned by a Salesperson from all Transactions closed by such Salesperson during a given month.

“Office” means and includes dedicated brick-and-mortar Realty Executives offices, shared office space, executive suites, virtual offices and any other location from which business is conducted or that qualifies as an “Office” (or the equivalent) under the terms of the Franchise Agreement.

“PrimeAgent” refers to PrimeAgent.com, which is our proprietary technology portal.

“Salesperson” means any person who (a) holds a license or similar authority (if such license or authority is required by applicable law) issued by a state, commonwealth or province authorizing such person to buy or sell or assist others with the buying or selling of real estate and (b) is associated with your Business in any capacity, including, but not limited to, any licensed owner, broker, agent or assistant.

“Salesperson Count” means the actual number of Salespersons associated with your Business as of the relevant Billing Date according to information you have inputted into PrimeAgent.

“Salesperson Quota” means the minimum number of Salespersons that are required to be associated with your Business as of the relevant Billing Date. Your Salesperson Quota will be described in Attachment “F” to your Franchise Agreement.

“Transaction” means any completed real estate transaction or service for which a Salesperson earns compensation. The closing date for a Transaction is deemed to be the date on which the Salesperson earns the compensation, regardless whether or when the Salesperson actually collects the compensation. For purposes of calculating Monthly Service Fees, a Transaction means one “side” of a completed Transaction between a buyer and seller. If a Salesperson represents both the buyer and the seller in a closed Transaction, then the closing of the Transaction counts as 2 closed Transactions for the Salesperson. On the other hand, if a Salesperson represents only the buyer or the seller (but not both), then the closing of the Transaction counts as 1 closed Transaction for the Salesperson.

“*Transaction Reporting Date*” means the day of each month we specify on or before which you must report, through PrimeAgent, all Transactions closed during the immediately preceding month by Salespersons you designate as “percentage-based”. The current Transaction Reporting Date is the 15<sup>th</sup> day of each month. We may periodically change the Transaction Reporting Date upon at least 30 days’ prior written notice.

2. **Nature of Fees and Method of Payment.** All fees are imposed by and payable to us. All fees are nonrefundable. We may collect and pay a portion of the technology fees to various third-party licensors on your behalf. All fees are uniformly imposed except as otherwise provided below. We may require that you pay us ongoing fees by electronic debit from your designated checking account and sign an ACH Authorization form to enable us to do so, or alternatively, provide us with a credit card for all payments due and owing, and authorize us to run that charge on a monthly basis. If you pay by credit card, we may charge you an additional credit card processing fee of not more than 3% per transaction. Our current ACH Authorization form is attached to the Franchise Agreement as Attachment “G”. You must ensure sufficient funds are available for withdrawal before each due date. We currently require that you pay monthly technology fees by credit card.
3. **Monthly Service Fee.** Your Monthly Service Fee may vary depending on the fee structure you select. You may choose between our Flat Fee Model, Flex Model or All-Inclusive Model (each described below in more detail). The Monthly Service Fee structure you select will be identified in your Franchise Agreement at least 7 days before you sign it.

*Flat Fee Model*

Under the Flat Fee Model (the Original 100% Commission Concept), you pay us a Monthly Service Fee equal to the greater of:

- (a) \$300 multiplied by the greater of: (i) your Salesperson Count; or (ii) your Salesperson Quota; or
- (b) \$500.

*Flex Model*

Under the Flex Model, the Monthly Service Fee varies depending on whether you designate a given Salesperson as “flat fee-based” or “percentage-based”. Each month you pay us a Monthly Service Fee equal to the greater of:

- (a) the sum of (i) \$300 multiplied by the total number of Salespersons that are included in your Salesperson Count and you designate as “flat fee-based” plus (ii) 6% of the aggregate Monthly Sales Commissions earned during the immediately preceding month by all Salespersons you designate as “percentage-based”; or
- (b) \$500.

Once you designate a Salesperson as flat fee-based or percentage-based, you must provide notify us in writing at least 90 days before changing their designation. We reserve the right to limit the number of percentage-based Salespersons and the length of time those Salespersons may have the percentage-based designation.

*All-Inclusive Model*

Under the All-Inclusive Model, you pay us a Monthly Service Fee calculated as the sum of: (a) a fixed “base fee” of \$425 per month (which includes PrimeAgent and a broker website); plus (b) a variable “transaction fee” for each Salesperson associated with your Business. The “transaction fee” for a given Salesperson is determined from: (a) the sales price associated with each Transaction closed by the

Salesperson; and (b) the total number of Transactions closed by the Salesperson in a given calendar year. The base fee and transaction fees are listed below:

Monthly Base Fee	Transaction Fee	
	Sales Price	Transaction Fee*
\$425 per month (includes PrimeAgent and broker website fee)	\$0 to \$99,999	\$195 per Transaction (fewer than 13 Transactions in year)
	\$100,000 to \$499,999	\$295 per Transaction (fewer than 13 Transactions in year)
	\$500,000 to \$999,999	\$395 per Transaction (fewer than 13 Transactions in year)
	\$1,000,000 and above	\$495 per Transaction (fewer than 13 Transactions in year)
	Any Sales Price	\$22 per Transaction (13 <sup>th</sup> or subsequent Transaction in year)

\* Each transaction fee includes \$75 that is paid for the Salesperson’s access to technology tools plus an additional amount that varies depending on the final home selling price. The transaction fee that varies based on sales price applies to the initial 12 Transactions by the Salesperson in a calendar year. Any additional Transactions closed by the Salesperson during that calendar year are subject to a flat \$22 transaction fee per Transaction. The number of Transactions under the All-Inclusive Model resets to 0 at the start of each calendar year.

By way of example, if a Salesperson with fewer than 12 Transactions during a calendar year closes a Transaction with a final selling price of \$90,000, then you pay us a transaction fee of \$195, which is calculated as \$120 plus a \$75 fee for the Salesperson’s access to the technology tools.

Reporting Obligations Under All-Inclusive Model and Flex Model

If you operate under the All-Inclusive Model or the Flex Model, then with respect to each Salesperson (if you operate under the All-Inclusive Model) or with respect to each Salesperson you designate as “percentage based” (if you operate under the Flex Model) you must send us: (a) a monthly report that identifies all Transactions closed by each Salesperson during the immediately preceding month; and (b) an MLS report that identifies all of the Salesperson’s listings, and describes the dispositions of those listings (including listings sold), during the immediately preceding month. You must submit these reports to us through PrimeAgent on or before the Transaction Reporting Date. If you fail to consistently submit these reports on or before the applicable Transaction Reporting Date, we reserve the right, in our sole discretion, to convert you to our then-current Flat Fee Model.

Monthly Service Fee Variations

In certain circumstances, we may reduce the Monthly Service Fee for franchisees based on the particular characteristics of their market and their situation, taking into account a number of factors, such as the franchisee’s size and maturity, local competition and the fee structure utilized by the franchisee.

Territory Release Arrangements

If you acquire your franchise through a Territory Release Arrangement, you must also pay the Territory Releasor an additional Monthly Fee and Office Fee that you will negotiate with the Territory Releasor. Those additional fees will be listed in the Territory Release Agreement you sign with the Territory Releasor. The current form of Territory Release Agreement is attached to this Disclosure Document as

Exhibit “E”.

4. **Territory/Office Fee Structure.** You have the right to open multiple Offices within your current Territory. We will provide you with the formula we use to determine the number of Offices a territory should sustain. We may revise this formula from time to time at our discretion. The fees you pay us to open additional Offices vary depending on the Territory/Office Fee Structure you select. You may choose between Territory/Office Fee Structure 1 or Territory/Office Fee Structure 2 (each described below in more detail). We strongly encourage franchisees to select Territory/Office Fee Structure 1 because it incentivizes franchisees to grow their business and maximize market penetration within their respective territories. The Territory/Office Fee Structure you select will be identified in your Franchise Agreement at least 7 days before you sign it.

Territory/Office Fee Structure 1

Under Territory/Office Fee Structure 1, you pay us a Territory Fee that gives you the right to open as many Offices as you desire within your current Territory. You do not pay any Office Fees under Territory/Office Fee Structure 1. The Territory Fee is discussed in Note 5 below.

Territory/Office Fee Structure 2

Under Territory/Office Fee Structure 2, you pay us a separate Office Fee for each Office that you open. You do not pay a Territory Fee under Territory/Office Fee Structure 2. The Office Fee is discussed in Note 6 below.

5. **Territory/Office Fee Structure 1.** Under Territory/Office Fee Structure 1, you pay us a monthly Territory Fee calculated as \$100 for every 40,000 residents in your Territory, with a minimum monthly Territory Fee of \$100 per month for a territory with a population equal to or less than 40,000. For example, the monthly Territory Fee for a territory with a population of 30,000 would be \$100 per month while the monthly Territory Fee for a territory with a population of 75,000 would be \$200 per month. If you acquire a franchise through a Territory Release Arrangement, you must also pay the Territory Releaser an additional Territory Fee that you will negotiate with the Territory Releaser.

Population Determinations

The monthly Territory Fee is determined based on the population associated with your Territory at the time the Franchise Agreement is executed. We determine the number of residents in your Territory based on the then-current United States Census results, currently available at <https://data.census.gov/>. In our sole discretion, we may adjust the monthly Territory Fee every 10 years based on population changes within your Territory according to the then-current United States Census data. We will notify you in writing at least 30 days prior to implementing a change to your Territory Fee based on population changes within your Territory.

Territory Release Arrangements

If you acquire your franchise through a Territory Release Arrangement, you must also pay the Territory Releaser an additional Territory Fee that you will negotiate with the Territory Releaser. The additional Territory Fee will be listed in the Territory Release Agreement you sign with the Territory Releaser.

6. **Territory/Office Fee Structure 2.** Under Territory/Office Fee Structure 2, you pay us a separate Office Fee for each Office you open, but you do not pay us a Territory Fee. The monthly Office Fee is calculated as \$400 multiplied by the total number of designated Offices as of the Billing Date.
7. **Marketing Fee.** You must pay us a monthly Marketing Fee equal to \$300 multiplied by the greater of: (a) your Salesperson Count; or (b) your Salesperson Quota. We will deposit all Marketing Fees into the Marketing Fund (defined in Item 11).

Territory Release Arrangements

Each Territory Releasor must establish their own marketing cooperative within their territory. If you acquire a franchise through a Territory Release Arrangement, you may be required to make additional contributions to a marketing cooperative administered by the Territory Releasor. If there is a regional marketing fund or a marketing cooperative in the region in which your Office is located, you must contribute to the cooperative on a monthly basis in an amount equal to a base amount, which currently is a minimum of \$25 (the “Base Amount”), multiplied by the greater of: (i) your Salesperson Count; or (ii) your Salesperson Quota. The Base Amount may be increased upon the affirmative vote of at least two-thirds of the franchisees within the applicable region. Each franchisee in the region (including us or an affiliate of ours if we or our affiliate own any franchises in your region) has an equal vote in determining whether to increase the marketing cooperative fees that are contributed towards the Territory Releasor’s marketing cooperative.

8. **Technology Fee.** You must acquire and utilize all information and communication technology systems we specify from time to time (the “Technology Systems”). The “technology fee” includes all amounts you pay us and/or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based on changes to the Technology Systems (or the associated services we provide) or the prices charged by third-party suppliers with whom we enter into master agreements. We will not increase the technology fee more than once during any 6-month period. The technology fee does not include amounts you pay directly to third-party suppliers for any component of the Technology Systems or for any other amounts you pay directly to third-party suppliers for any technology you may choose to utilize independent of our Technology Systems. Our current technology fee is comprised of the various components listed in the table below. Each component is described in more detail in Item 11 under “Computer System”.

Technology	Technology Fee	Additional Remarks
Intranet Portal (PrimeAgent)	\$99 per month*	You must submit monthly reports to us through PrimeAgent if you operate under the Flex Model or All-Inclusive Model. The If you fail to submit reports or other data in a timely manner, we may increase your Intranet Portal fee from \$99 to \$249 per month for a 3-month period. Your fee returns to \$99 per month if you timely enter all required data throughout the 3-month period. If you do not timely enter all required data throughout that 3-month period, your Intranet portal fee may remain at \$249 per month until we determine, in our sole discretion, that you are in compliance with your data entry obligations in the Franchise Agreement.
Broker Website	\$199 per month*	We provide you with a broker website to promote your Business.
Regional Website (Territory Releasors)	\$199 per month	Territory Releasors pay us \$199 per month for the broker website and \$199 per month for a regional website.
Agent Website	\$99 per month	We offer websites for Salespersons. The Salesperson may pay us directly or you may pay us on behalf of your Salesperson. Agent websites are optional.
Additional Property Codes	\$5 per set of 25 codes	At no additional charge, we provide you with 25 codes for use with the mobile marketing/text messaging system. You may purchase additional codes for \$5 per set of 25 codes.

Technology	Technology Fee	Additional Remarks
Premium Email Campaigns/Newsletter	\$9.95 per month (premium) \$19.95 per month (unlimited)	We provide electronic marketing campaigns with upgraded email blasts. The \$9.95 fee monthly fee entitles you to limited updated email campaigns and newsletters while the \$19.95 monthly fee provides unlimited access. Use of this service is optional.
Team Marketing System	\$59 per month plus \$5 per month per team member	We offer “team” websites for \$59 per month, with an additional charge of \$5 per month per Salesperson who is a part of that “team”. Team websites are optional.

\* If you operate under the All-Inclusive Model, your “Base Fee” includes, and is deemed to cover, the fees we charge for the Intranet Portal and broker website (you would be separately charged for these fees). If you are a Territory Releasor operating under the All-Inclusive Model, your “Base Fee” does not cover the cost of a regional website, and you would be separately charged the \$199 per month fee for your regional website.

In addition to the technology fees described above, we reserve the right to charge you a reasonable administrative fee relating to our operation of the Technology Systems you use. Any administrative fee for the Technology Systems would be added to the monthly technology fee. If we choose to charge you this additional fee, we will advise you of the new charge in writing not less than 60 days before we impose the fee.

- On July 1 of each year, we have the right to increase the Monthly Fees (including any “minimum” Monthly Service Fee) based on CPI changes. Any increase will be calculated in the following manner: the fees payable each year of the Franchise Agreement shall be increased by a fraction, the numerator of which is the CPI for the prior calendar year (the “Prior Year”) and the denominator of which is the CPI for the year immediately preceding the Prior Year. For purposes of this calculation, “CPI” means the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Wage Earners and Clerical Workers, U.S. Cities (1982-84 = 100), “All Items.” If we, in our sole discretion, determine not to apply the fee increase in any given year, that fee increase will still accumulate and a multi-year fee increase may be applied during any subsequent year.

If you are an existing franchisee renewing your franchise, we may, in our sole discretion, agree to modify your Monthly Fees to correspond with (or to be adjusted in some other manner with reference to) the fees imposed under your prior form of Franchise Agreement.

- You must reimburse us for any gross receipts, sales, use or other tax or assessment levied against us by any taxing authority based on any fees or other amounts that you pay to us under the terms of the Franchise Agreement. We will notify you of any such tax or assessment, and you must pay us the amount of the tax or assessment before it becomes delinquent. This reimbursement obligation does not apply with respect to income taxes imposed on us by the jurisdiction in which your Office(s) are located and we are solely responsible for all such income taxes.
- If we are the prevailing party in any legal proceeding in which we are adverse to you, we are entitled to recover all of our expenses, including our costs and attorneys’ fees, from you.

## ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	AMOUNT <sup>1</sup>	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee <sup>2</sup>	\$25,000	Lump Sum	Upon signing of Franchise Agreement	Us
Travel and Living Expenses (2 people while training)	\$1,200 to \$3,500	As incurred	During training	Airlines, hotels and restaurants
Furniture and Equipment <sup>3</sup>	\$1,000 to \$30,000	Lump sum or as arranged by seller or lessor	As arranged by seller or lessor	Suppliers
Office Supplies <sup>4</sup>	\$1,000 to \$2,000	As incurred	As incurred	Suppliers
Signage <sup>5</sup>	\$500 to \$4,000	As arranged	As arranged	Suppliers
Rent (3 months) and Real Estate Improvements <sup>6</sup>	\$0 to \$250,000	As incurred	As incurred	Landlord and vendors
Annual Insurance	\$3,000 to \$6,000	As arranged	As arranged	Insurance company
Professional Fees <sup>7</sup>	\$1,000 to \$40,000	As arranged	As arranged	Professional service providers
Additional Funds-3 months <sup>8</sup>	\$10,000 to \$60,000	As incurred	As incurred	Employees, suppliers, vendors and us
<b>Total Estimated Initial Investment <sup>9</sup></b>	<b>\$42,700 to \$395,500</b>			

### Notes:

1. We offer financing to franchisees for the initial franchise fee. No other fees payable to us are refundable. We are unaware of any fees payable to third party suppliers that are refundable, although some landlords may refund security deposits at the end of the lease if the tenant does not default.
2. See Item 5 for additional information. If you are a renewing franchisee, you will not be required to pay an initial franchise fee for the renewal.
3. You do not need to purchase additional office furniture, copy machines, etc. if you are already operating a real estate office. If you are starting a new office without any prior infrastructure in place, these costs can range from a few hundred dollars to several thousand dollars depending on the quality of furniture and equipment and the amount purchased. Only basic office furniture and equipment is recommended (e.g., desks, chairs, smartphone, computer, printer, etc.). In order to facilitate communications, we require that you maintain an active e-mail address. We estimate the total cost to purchase furniture and equipment for an office starting without any furniture or equipment will range from \$1,000 to \$30,000. However, your actual costs may vary widely depending on your personal choices.
4. You must purchase certain forms and office supplies for the operation of your Business.
5. The costs for office signs vary tremendously depending on size and type. In addition, variations in local sign ordinances make it impossible to predict such costs with any degree of precision or accuracy.

6. We do not have any specific requirements relating to the offices that must be established and maintained by REALTY EXECUTIVES franchisees, except that: (a) your Office may not be located in a residence (unless otherwise permitted by your local jurisdiction while still permitting prominent REALTY EXECUTIVES signage); and (b) your office must be kept in good repair and present a professional appearance to the public and your clients. A typical REALTY EXECUTIVES office ranges in size from 800 to 6,000 square feet, with an average size of 1,000 square feet. REALTY EXECUTIVES offices are usually located in residential shopping areas and light commercial areas and generally on well-traveled arteries. The figures in the chart are based on the operation of a single Office and presume that you will be leasing your Office, with a rental rate ranging from \$1.50 per square foot per month to \$5 per square foot per month. The range of rental rates may be higher or lower depending on the region in which your Office is located. Other factors affecting rental rates include rental history, length of lease, type of lease (including whether it is a full service lease, triple net lease or other type of lease) and your ability to negotiate terms. If you purchase your Office, your costs will vary greatly depending on size and location and you must make your own determination as to improvements. The costs of purchasing an Office vary so widely that we cannot reasonably estimate the cost. The low estimate assumes you establish a virtual Office, in which case you will not bear these expenses.

We estimate the cost for leasehold improvements can range from \$10 to \$25 per square foot. Not all offices will require leasehold improvements. In some cases, the landlord may assume responsibility for some or all of the leasehold improvements. If leasehold improvements are required, we assume the total cost would range from \$8,000 to \$200,000. The low estimate in the table above assumes either no leasehold improvements are required or the landlord covers the cost of any required leasehold improvements. The high estimate includes \$200,000 for leasehold improvements.

7. We recommend that you retain an attorney to review the real estate lease and franchise documents and assist you in forming a corporation or other legal business entity to operate the Business. We also recommend that you retain an accountant for advice in establishing and operating your Business and filing necessary tax forms and returns. The estimates also include the costs for MLS as well Realtor association, state and corporate registrations fees. Some associations are optional but recommended, such as your local Realtor association. The estimates given are on an annual basis.
8. This figure represents your initial startup expenses over the first 3 to 6 months of operation. These expenses include payroll costs, but do not include any salary for you. They also include association fees, technology fees and working capital. These figures are estimates and you may have additional expenses starting your Business. The estimate of additional funds is based on an owner-operated business and is based on our perception of the recent experience of start-up franchisees. In general, you can expect to put additional cash into the business during at least the first 3 to 9 months, and sometimes longer.
9. If you acquire your franchise through a Territory Release Arrangement, the initial investment will increase by the amount of any initial and monthly fees negotiated by you and the Territory Releasor.

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

You must obtain our prior written approval in order to use a non-approved supplier for the purchase or lease of any source-restricted supplies, goods, services, fixtures, equipment, or inventory that we identify from time to time for your use in the operation of your Business. As of the date of this Disclosure Document, we have not identified any source-restricted goods or services other than our proprietary technology portal, PrimeAgent, and our required broker websites and regional websites. We can provide you with our recommended suppliers for certain goods and services that are not identified as source-restricted. For such non-source-restricted goods and services, you are permitted to use any supplier that you choose, except that (a) all suppliers must satisfy the supplier selection criteria described in the Manual; (b) any purchase that you make for advertising materials or operational forms bearing the Marks must comply with our



specifications outlined in the Manual as to color, size and content; and (c) we are the exclusive supplier of PrimeAgent and our required broker websites and regional websites. We do not have any specifications for your computer system except that it must have Internet access and you must utilize PrimeAgent. You must utilize the broker website that we designate. If you are a Territory Releasor, you must also utilize the regional website that we designate. We reserve the right to require in the future that you purchase other goods and services that meet our specifications and/or that you purchase certain goods and services only from approved or designated suppliers (which may include or be limited to us and/or our affiliates).

We will notify you within 30 days of any changes to, or the establishment of, specifications, or approved or designated suppliers, or the revocation of the approval of existing designated or approved suppliers. This notice may be disseminated to you by various means, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Manual, and similar means of communication. Of the total purchases that will be required to establish your Business, we estimate that nearly 3% of these purchases will be from approved or designated suppliers or will consist of items that must meet our specifications. Of the total purchases that will be required to operate your Business, we estimate that nearly 30% of these purchases will be from approved or designated suppliers or will consist of items that must meet our specifications.

We reserve the right to be an approved supplier for certain goods or services that you purchase for use in your Business. Currently, we make available to our franchisees certain marketing materials that they are permitted to download from PrimeAgent at no additional charge. We may also provide marketing materials in other formats, and we reserve the right to charge you for our costs to produce and deliver the materials. In addition, we may develop training or educational products that we may sell to franchisees for a separate cost. We will designate these products as optional or mandatory and we may charge you for any costs that we incur in preparing and/or delivering any training or educational products to you. In exchange for various fees described in Item 6, we provide franchisees with: (a) access to PrimeAgent; (b) a separate broker website; and (c) for Territory Releasors, a separate regional website. We also offer various optional technology tools, resources and services that you may choose to purchase and utilize at your discretion.

We have negotiated purchase agreements in the past to enable franchisees to purchase certain items at discounted prices. Our current purchase agreements relate to printed and promotional materials and products, signage, wireless phone service, shipping and automobile purchases and rentals. We have certain recommended suppliers for optional products that you may choose to purchase (although you are not required to do so). In some, but not all, of these instances, these suppliers pay us a rebate that ranges from 0% to 20% of the price paid by the franchisees.

No person affiliated with us is currently an approved (or the only approved) supplier. Realty Executives Relocation Services, LLC (“RS LLC”) is an approved supplier that provides optional referral services for REALTY EXECUTIVES agents throughout the system. RS LLC is not an affiliate of ours due to lack of common control. However, we do hold a 25% minority ownership interest in the company. There are no approved or designated suppliers in which any of our officers own an interest.

You do not receive any material benefits for using designated, approved or recommended suppliers. There are currently no purchasing cooperatives, although we reserve the right to establish them in the future.

For the fiscal year ended December 31, 2022, our total revenues were \$5,958,848, and we received \$540,331 based on franchisee purchases from designated or approved suppliers (including us), which represents 9.068% of our total revenues.

## **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 other items in this Disclosure Document.**

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Disclosure Document Item</b>
a. Site selection and acquisition/lease	Section 6.2	Item 11
b. Pre-opening purchases/leases	Sections 6.2, 7.4, 8.4 & 10.1	Items 7, 8 & 11
c. Site development and other pre-opening requirements	Sections 6.3 & 6.4	Items 6, 7 & 11
d. Initial and ongoing training	Section 5	Items 6 & 11
e. Opening	Section 6.5	Item 11
f. Fees	Sections 4.3, 5, 7.1, 7.2, 7.4, 8.5, 10.3, 14, 15.2, 16.4 & 18.2	Items 5 & 6
g. Compliance with standards and policies/Operating Manuals	Sections 6.2, 7.3, 7.4, 8 & 16.1	Items 8 & 11
h. Trademarks and proprietary information	Section 16	Items 13 & 14
i. Restrictions on products/services offered	Section 8.3	Item 16
j. Warranty and client service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Section 9 If you are a Territory Releasor, see also Territory Release Addendum (Exhibit "K")	Item 12
l. Ongoing product/service purchases	Section 8.4	Items 8 & 11
m. Maintenance, appearance and remodeling requirements	Section 6.3	Item 11
n. Insurance	Section 10.1	Item 7
o. Advertising	Section 7 If you are a Territory Releasor, see also Territory Release Addendum (Exhibit "K")	Items 6, 8 & 11
p. Indemnification	Section 17 If you are a Territory Releasor, see also Territory Release Addendum (Exhibit "K")	Item 6
q. Owner's participation/management/staffing	Sections 8.6 & 11 If you are a Territory Releasor, see also Territory Release Addendum (Exhibit "K")	Item 15
r. Records/reports	Sections 10.2, 10.3 & 10.4	Item 6
s. Evaluations/audits	Section 15	Items 6 & 11
t. Transfer	Section 18	Item 17
u. Renewal	Sections 4.1 & 4.2 If you are a Territory Releasor, see also Territory Release Addendum (Exhibit "K")	Item 17
v. Post termination obligations	Sections 20	Item 17

Obligation	Section in Agreement	Disclosure Document Item
w. Non-competition covenants	Not Applicable If you are a Territory Releasor, see also Territory Release Addendum (Exhibit “K”)	Item 17
x. Dispute resolution	Section 21	Item 17

**ITEM 10 FINANCING**

From time to time, we may offer financing for the initial franchise fee. Depending on the credit-worthiness of the franchisee, we may finance up to 100% of the initial franchise fee. In determining whether to approve you for financing, and if so, the amount that we will finance, we will consider various factors including your credit report and other indicia of your creditworthiness. We do not guarantee any of your notes, leases or other obligations.

You must sign a promissory note in our favor with an initial principal amount equal to the amount financed. You must pay us the non-financed portion of the initial franchise fee when you sign the Franchise Agreement. The financing terms are as follows:

Amount Financed – Up to 100% of initial franchise fee

Interest Rate – ranges from 6% to 18%

APR – ranges from 6% to 18%

Repayment Period – Ranges from 1 to 3 years

Payment Terms – Equal monthly installments of principal and compound interest unless otherwise agreed upon\*

\* Depending on the duration of the repayment period, we may vary the structure of the financing. For example, we may offer “interest only” payments for a portion of the repayment period. Or in some cases we may offer “interest only” payments for the duration of the repayment period with a balloon payment of the entire principal amount upon the expiration of the repayment period.

You may prepay all or a portion of the Promissory Note at any time without penalty. If you are an entity, everyone owning an equity interest in you must sign a personal guarantee for the financed amount. Depending on the creditworthiness of such individuals and the community property laws of the states in which they reside, we may require that the spouse of one or more of these individuals sign the personal guaranty as well.

If you fail to make any payment under the Promissory Note when due, we may accelerate the entire principal balance outstanding under the Promissory Note. In addition, if you fail to make any payment when due, we may charge you default interest on the past due amount at a rate equal to the lesser of 24% per annum (prorated on a daily basis) or the highest rate permitted by your state’s law and, if we so decide, we may terminate your Franchise Agreement, in which case you will not be entitled to a refund of any fees that you had previously paid to us and we may take any action that we feel appropriate to collect any amounts that remain unpaid under the Promissory Note. As an alternative to terminating the Franchise Agreement, we may eliminate (or reduce the size of) your Territory. You must reimburse us for all collection costs that we incur in enforcing our rights under the Promissory Note. You agree not to assert: (a) demand, diligence, grace, presentment for payment, protest, notice of nonpayment, nonperformance, extension, dishonor, maturity, protest and default; and (b) recourse to guaranty or suretyship defenses (See Section 10 of the Note).

Our form of Promissory Note is attached to this Disclosure Document as Exhibit “L”. We reserve the right to sell or assign the Promissory Note although it is not our current practice to do so.

## **ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

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

Before you open your Business, we will:

1. License you the intellectual property necessary to begin operating your Business. (Section 2)
2. Provide you with written specifications for certain of the goods and services you must purchase to establish your Business, as well as a written list of approved, designated and/or recommended suppliers for purposes of acquiring these goods and services. We do not deliver or install any of the items that you are required to purchase. (Sections 8.2 & 8.4)
3. Provide you with access to the Manual for the duration of the term of your Franchise Agreement. See Section below entitled “Manual” for additional information. (Section 8.2)
4. Provide you with access via PrimeAgent to designs for marketing materials. (Section 7.2)
5. Provide a mandatory initial training program. For additional information, see Section below entitled “Training Program”. (Section 5.2)

During the operation of your Business, we will:

1. Maintain a website that will include a list of all of the REALTY EXECUTIVES franchisees. We may remove from this website certain or all information relating to any terminated franchisee or any franchisee that is in default. We may modify the content of and/or discontinue such website at any time in our sole discretion. (Section 7.4)
2. Provide you with your own REALTY EXECUTIVES broker website that will include information about your Business. This broker website resides as sub-domain under our domain and is directly linked to our website. You must exclusively utilize the broker website we provide unless we agree to waive this requirement in our sole discretion. You must pay us a \$199 monthly fee for this website. If you operate under the All-Inclusive-Model, the website is included at no additional charge. (Section 7.4)
3. Administer the Marketing Fund. For additional information about your advertising obligations, see the Sections below entitled “Advertising and Marketing.” (Section 7.1)

During the operation of your Business, we may, but need not:

1. Hold periodic national conventions, events or meetings to discuss system changes and issues affecting REALTY EXECUTIVES franchisees. We may also hold our broker/owner symposium from time to time. You must attend at least 1 of these events each year if they are held. We may charge you a registration fee that ranges from \$350 to \$799 per person per event. You are responsible for all other out of pocket expenses incurred by you in attending these events. (Section 5.5 & 5.6)
2. Provide an annual training program for your owners and employees. Your Broker Owner and at least 1 other staff member are required to complete this training program in the first 12 months of operation. The training may be held at our corporate headquarters or virtually. (Section 5.1)
3. Provide you, from time to time, with ongoing guidance by telephone consultation, virtual meetings, or limited on-site assistance at our discretion. See Section below entitled “Training Program” for

additional information. (Section 5.4)

4. Negotiate purchase agreements with vendors to obtain discounted prices for REALTY EXECUTIVES franchisees. (Section 8.4)
5. Provide you with access to required and/or optional software, technology and related tools and services that are (or may be) utilized in the operation of a REALTY EXECUTIVES brokerage. (Section 8.5)

**Training Program** (Section 5)

We provide virtual onboarding for the initial step which includes an introduction and overview of our tech platform (PrimeAgent) and our marketing library.

We will provide a mandatory initial training program for your Broker Owner and up to 2 additional people (the “Initial Trainees”) for a period of approximately 2 days. The Broker Owner must be one of the Initial Trainees. Training may occur at our World Headquarters located in Phoenix, Arizona, or at any other location that we designate. We reserve the right, in our sole discretion, to conduct the initial training program virtually through video conference calls, webinars or any other electronic method that we deem appropriate. Currently, we intend to offer the initial training program on an as-needed basis.

The content of the initial training program is subject to modification from time-to-time. As of the effective date of this Disclosure Document, the initial training program consists of the following:

**TRAINING PROGRAM**

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
Franchise History & Vision	.50	0	Phoenix, Arizona or any other location we designate
Brand Advantages & Business Model	.50	0	Phoenix, Arizona or any other location we designate
PrimeAgent Technology Suite	1.50	0	Phoenix, Arizona or any other location we designate
Marketing & Branding	2	0	Phoenix, Arizona or any other location we designate
Training Resources	.25	0	Phoenix, Arizona or any other location we designate
Concierge Resources	.25	0	Phoenix, Arizona or any other location we designate
Recruiting & Retention Strategies	2	0	Phoenix, Arizona or any other location we designate
Competitive Intelligence	1	0	Phoenix, Arizona or any other location we designate
Business Practices	2.50	0	Phoenix, Arizona or any other location we designate
Legal Considerations	1	0	Phoenix, Arizona or any other location we designate
Questions / Answers	.50	0	Phoenix, Arizona or any other location we designate
Total	12		

The instructors include David Celaya, Alysia Heun, and Patrick van den Bossche. Mr. Celaya joined Realty Executives in 2011 and is a licensed real estate agent with 14 years of industry experience. Ms. Heun joined Realty Executives in 2013 and has been our VP of Franchise Services since 2017. She has a total of 10 years of industry experience. Mr. van den Bossche joined Realty Executives in 2018 and is a licensed real estate agent with 18 years of industry experience. Our training team provides instruction in the areas of marketing, technology, and business. Attendees may experience training sessions as outlined in the table above, and/or as hosted by 3-5 additional subject matter experts. All instructors will be licensed or certified as required by their designated real estate department in the state in which they reside.

The initial training materials will consist of digital presentations (including pre-recorded and live video), sample marketing materials and electronic documents. You will not be charged an additional fee for any of the initial training materials. The Initial Trainees must complete the initial training program within 180 days after signing the Franchise Agreement and before your Office is opened for business. Your Office must be opened for business within 6 months after signing the Franchise Agreement. If you fail to open your business and complete the initial training program within this period of time, we have the right to terminate your Franchise Agreement.

In addition to the initial training program, we may choose to, but need not, send one of our representatives to visit your Office to provide consultation services regarding issues relating to the operation of your Office, including accounting, personnel management and business management issues. There is no additional fee for the first on-site visit to your Office if we elect to undertake such a visit. However, if you request any on-site visits, or if we deem them to be necessary, you must pay all reasonable travel, lodging and other related expenses that we incur in providing this service to you. This service is subject to the availability of our representatives.

We also provide an annual training program for your owners and employees. Your Broker Owner and at least 1 other staff member you designate must complete this training program within the first 12 months after opening your Business. This training may be conducted virtually or it may be held at our World Headquarters located in Phoenix, Arizona.

In addition to the training above, at least 1 person from your Business should complete the Certified Concierge Executive training (or any success program under a different name) within 120 days after the Effective Date of the Franchise Agreement. You should maintain a Certified Concierge Executive within your Business at all times throughout the term of your Franchise Agreement. The Certified Concierge Executive training program is conducted remotely either via webinars or as a series of training videos within our Intranet.

The initial franchise fee covers our training costs for your Broker Owner and 2 additional members of your staff. If we train more than 3 individuals, you must pay us the Training Fee for each such additional person. The Training Fee is \$499 for each staff member other than initial 3 trainees. You are responsible for payment of all food, travel and lodging expenses incurred by you and your employees in attending the training program. There is no additional training fee for the Certified Concierge Executive training program.

In addition to the training described above, we may offer periodic ongoing training programs for you and your Salespersons. These training programs may be conducted at our headquarters or they may be conducted remotely through live or recorded webinars or through any other method that we deem appropriate. We may designate ongoing training programs as mandatory or optional. We may charge you a training fee for each person that participates in the training program. The training fee ranges from \$0 to \$799 depending on the program.

### **Manual (Section 8.2)**

We will provide you with access to our Manual during the term of your Franchise Agreement. Among other things, the Manual may, but need not, include:

- a description of authorized services and products that you may sell
- specifications, operating procedures, and quality standards for products, services and procedures that we may prescribe from time to time for franchisees
- guidelines and standards for marketing materials, websites and signage
- tradename requirements and criteria
- a written list of goods and services (or specifications for goods and services) you must purchase for use in the development and operation of your Business and a list of any designated or approved suppliers for these goods or services (if any)
- supplier selection criteria (if any)

All mandatory provisions contained in the Manual are incorporated into and considered part of the Franchise Agreement. The Manual is confidential and remains our intellectual property. You must return the Manual to us or otherwise cease any use of it at the time your Franchise Agreement expires or is terminated. We reserve the right to modify the Manual at any time, and you must comply with all changes to the Manual that we make. Any changes we make to the Manual will not alter your status or fundamental rights under the Franchise Agreement. The Manual currently contains a total of 1,204 pages and is provided virtually through PrimeAgent. Because the Manual is virtual and consists of a suite of resources, our page count is merely an estimate and the content is continually updated and enhanced with new resources. A copy of the Table of Contents to the Manual is attached to this Disclosure Document as Exhibit "F".

#### **Office Requirements (Section 6)**

You must have at least one open, designated Office at all times during the operation of your Business. There are no contractual limitations on the maximum number of Offices you may open in your Territory.

As discussed in Item 6 Note 1, a designated Office includes dedicated brick-and-mortar Realty Executives offices, shared office space, executive suites, virtual offices (including virtual offices listing addresses within your Territory, including through business directories such as Google My Business or similar sites) and any other location from which business is conducted or that qualifies as an “Office” (or the equivalent) under the terms of your Franchise Agreement. If you are required or choose to have a brick-and-mortar Office, we do not have any requirements or specifications regarding the location or design of your Office, except that: (a) you may not open an Office outside your Territory without our approval; (b) your Office must comply with all signage requirements listed in the Manual; and (c) your Office must be kept in good repair and present a professional appearance to the public and your clients. We have sole discretion in determining whether an Office: (a) is deemed to be “open” for purposes of the Franchise Agreement; and (b) is in good repair and presents a professional appearance. In determining whether or not a particular Office is an “open” Office, we may consider the following factors, in addition to any other factors that we deem relevant:

- whether the Office is located on or within commercial property
- whether there is any signage at your Office (if it is a physical location)
- whether there is any publicly available REALTY EXECUTIVES advertising about the Office
- whether your phone number is answered by referring to REALTY EXECUTIVES
- whether real estate agents are operating out of the Office
- whether the Office is licensed as a branch office of an existing REALTY EXECUTIVES Office as may be required by local laws, regulations, rules or ordinances

You may not operate any designated Office (including a brick-and-mortar office, shared office space, executive suite, virtual office or any other physical location from which business is conducted or that qualifies as an Office or equivalent under the terms of your Franchise Agreement) that is located outside of

your Territory without our approval, which we may withhold in our sole discretion. If we grant approval to open an Office located outside your Territory, we may impose any terms and conditions we deem appropriate as a condition to granting our approval. Notwithstanding the foregoing, you must abide by all local laws, regulations, rules and ordinances with respect to operating a real estate office.

We do not assist you with locating or securing your Office, with any construction, remodeling, decorating conforming the premises to local ordinances and building codes, obtaining any required permits or with hiring or training your employees prior to or after the opening of your Business. You do not need our approval of the location of the premises for your Offices within your Territory. You also do not need our approval of the terms of your lease or purchase agreement. You have sole discretion in selecting your site (which must be located within your Territory) and designing your Office. However, your site must not violate the high ethical standards and distinguishing characteristics of the franchise. We do not typically own the premises and lease it to you.

### **Computer System**

You must purchase and install a computer system that enables you to access the Internet so you can: (a) utilize the web-based franchise program and all support materials through PrimeAgent; (b) utilize financial accounting software (we do not require any specific software); and (c) communicate with us via email. We estimate the cost of your computer system, including computer hardware and software, printer, scanner, Internet access, and copy machine, will range from \$3,000 to \$9,200.

You will use your financial accounting software to prepare financial reports and maintain digital storage of data (including cloud storage). We do not require that you use any particular financial accounting software at this time. Upon your request, we will provide you with our recommended financial software programs. We will not have independent access to the data collected on your computer system. However, we may inspect your computer system and access the data as part of an inspection.

You will use PrimeAgent to report all closed transactions for any agent that is on a transaction-based fee plan (i.e., percentage-based or the All-Inclusive Model). We are responsible for any required maintenance to our Intranet system.

Unless otherwise disclosed above: (a) neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system; and (b) we are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system.

You pay us: (a) \$99 per month (\$1,188 per year) for access to PrimeAgent; (b) \$199 per month (\$2,388 per year) for your broker website; and (c) \$199 per month (\$2,388 per year) for a regional website (if you are a Territory Releaser). We may, in our discretion, waive your obligation to utilize our designated website(s) and pay the associated fee(s). If you operate under the All-Inclusive Model, your Monthly Service Fee is inclusive of: (a) the \$99 monthly fee for PrimeAgent; and (b) the \$199 monthly fee for the broker website. If you fail to enter required data through the PrimeAgent in a timely manner, we may increase fee for PrimeAgent from \$99 to \$249 per month for a 3-month period. Your fee reverts to \$99 per month if you timely enter all required data throughout the 3-month period. If you do not timely enter all required data throughout that 3-month period, the fee for PrimeAgent may remain at \$249 per month until such time that we determine, in our sole discretion, that you are in compliance with your data entry obligations in the Franchise Agreement. We may periodically review and adjust these fees to reflect changes in the costs we incur in providing the associated software or technology. However, we will not increase these fees more than 2 times in any 12-month period.

We also offer websites for Salespersons, at a cost of \$39 per month per website. A Salesperson may pay us directly for the website; however, some franchisees choose to make these website payments on behalf of their Salespeople. We also offer “team” websites for \$59 per month, with an additional charge of \$5 per



month per Salesperson who is a part of that “team”.

We may develop new or substitute technology and tools for your use and we may discontinue existing technology and tools. Any such change may result in an increase or a decrease to the technology fee. We may designate each tool either as mandatory or optional.

At your own expense, you must maintain your computer systems in good working order. During the term of your franchise, you may be required to upgrade or update your computer hardware and/or software to conform to our then-current specifications. There are no contractual limitations on the frequency or cost of these updates or upgrades. We reserve the right to change the software or technology that you must use or add new software or technology at any time.

### **Advertising and Marketing** (Section 7)

#### *Local Marketing*

We do not require that you spend any minimum amount on local advertising. Except as described in the Marketing Fund section below, we have no obligation to spend money on advertising in your Territory.

We will provide you with access to digital copies of our marketing materials, which you will be able to download from PrimeAgent. We may also provide you with marketing plans and other materials, including print media layouts, audio and video files, and other promotional and marketing materials. We reserve the right to charge you our direct cost to produce these materials and deliver them to you. Alternatively, we may enter into relationships with third-party suppliers who will create advertising or marketing materials that may be purchased and utilized by REALTY EXECUTIVES franchisees.

You have the opportunity to create advertising for your own use, provided that it complies with our established graphics standards and identifies you as an independently owned REALTY EXECUTIVES franchise. We reserve the right to deny you permission to use any advertising material for any reason, and if such permission has been denied, you may not use that advertising material any further. You must retain copies of all advertising material prepared by you and provide copies of those advertising materials to us upon our request.

#### *Websites, Social Media and Online Marketing*

We provide you with a broker website that includes information specific to your Business. You pay us \$199 per month for the website. However, if you operate under the All-Inclusive Model, there is no separate charge for the broker website. If you are a Territory Releaser, we also provide you with a regional website. As a Territory Releaser, you pay us an additional \$199 per month for this regional website. The websites we provide will be linked to our main website and remain our property at all times. You may not establish any other website without our prior written approval. You are permitted to use social media to market your Business in compliance with our social media policy and any other requirements we impose. We have the right to audit your website, social media and online marketing channels and may require that you remove any content that does not satisfy all of our brand standards and other policies, standards and requirements.

#### *Marketing Fund*

Recognizing the value of uniform advertising and promotion to the goodwill and public image of the System and the Marks, we have established and maintain a marketing fund (the “Marketing Fund”). The Marketing Fund is used for regional and/or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, publicity, website development and search engine optimization and any other programs that we deem necessary or desirable to promote the System (“Marketing Campaigns”).

We will, in our sole discretion, determine the content, concepts, materials, media, endorsements, frequency,

placement, location and all other matters pertaining to any Marketing Campaign. Most of the advertising is designed for use in print media, social media websites, and other digital assets. All advertising programs and materials developed by the Marketing Fund remain our sole property.

You must pay us a Marketing Fee calculated as \$300 multiplied by the greater of: (a) your Salesperson Count; or (b) your Salesperson Quota. We will deposit all Marketing Fees into the Marketing Fund. However, the Marketing Fund is not a trust. Any company-owned REALTY EXECUTIVES real estate office will contribute to the Marketing Fund on the same basis as our franchisees who operate under the same fee structure utilized by our company-owned office. Marketing Fees will be kept in a separate bank account and revenues received as Marketing Fees will be accounted for separately from our other funds. We will not use Marketing Fees to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead as we may incur in activities reasonably related to the administration of the Marketing Fund and the Marketing Campaigns. These expenses may include, without limitation: administering the Marketing Fund and collecting Marketing Fees; conducting market research; preparing and conducting television, radio, magazine, billboard, newspaper and other media programs and activities; employing advertising agencies; collecting and accounting for contributions to the Marketing Fund; and paying for the preparation and distribution of marketing materials. None of the Marketing Fees will be used for advertisements principally directed at selling franchises. Except as described in this paragraph, we have no obligation to spend money on advertising in your Territory.

During the 2022 fiscal year, the advertising funds were spent in the following manner:

Allocation of Marketing Expenditures (2022)				
Use of Funds	Production	Media Placement	Administrative Expenses	Other*
Percentage Allocation	6.5%	3.4%	0%	90.1%

\* “Other” includes the following: (a) website/SEO (59.9% of total marketing expenditures); (b) mobile marketing (15.1% of total marketing expenditures); and (c) CRM campaigns (15.1% of total marketing expenditures).

Our administration of the Marketing Fund is intended to maximize general public recognition and patronage of the REALTY EXECUTIVES System for the benefit of us and all REALTY EXECUTIVES franchisees, and we will use our best efforts to apportion advertising to obtain the greatest benefit for all franchisees. Any surplus of funds in the Marketing Fund may be invested for the benefit of the Marketing Fund, and we may lend money to a Marketing Fund if there is a deficit. An unaudited financial accounting of the operations of the Marketing Fund, including deposits into and disbursements from the Marketing Fund, will be prepared annually and made available to you upon written request.

There is no franchisee advertising council that advises us on marketing or advertising matters.

#### *Regional Marketing Funds*

Each Territory Releasor is required to establish one or more regional marketing cooperatives in which all franchisees in the region will contribute marketing funds to an account maintained by the Territory Releasor. Any franchises owned by us or our affiliates that are located within the cooperative would contribute on the same basis as other franchisees. Any such regional marketing cooperative will be held, administered and utilized by the Territory Releasor.

If you operate in a region where a Territory Releasor establishes a cooperative, you must pay the additional Marketing Fee in an amount equal to the base amount, which will be a minimum of \$25 (the “Base Amount”), multiplied by the greater of: (a) your Salesperson Count; or (b) your Salesperson Quota.

We have the right to require that regional marketing cooperatives administered by Territory Releasors be

changed, dissolved or merged. Regional marketing cooperatives are not required to operate from written governing documents or prepare annual or periodic financial statements. Any financial statements that are prepared will be made available to you upon request. At this time, we do not have any other marketing cooperatives.

### **Opening Requirements (Section 6.4)**

You may not begin operating your Business until the Initial Trainees have completed the initial training program and you have complied with your other pre-opening obligations. We anticipate that a typical REALTY EXECUTIVES franchisee will open his or her office within 1 to 3 months after signing the Franchise Agreement. Factors that may affect this timing include:

- the amount of time needed to find a suitable site for your initial Office
- protracted lease negotiations with a landlord for a brick-and-mortar office location
- the amount of time needed to secure financing, insurance, licenses and permits
- whether you are converting an existing business or starting a new business
- the condition of your building and extent of required upgrades, remodeling and renovations
- construction delays due to labor or materials shortages, inclement weather or other reasons
- delayed delivery or installation of equipment and fixtures
- the amount of time needed to complete training
- the amount of time needed to hire and train your staff

Unless we allow you additional time in writing, your Business must be opened within 180 days after you sign the Franchise Agreement. Your failure to open within the 180-day period constitutes an event of default under your Franchise Agreement.

## **ITEM 12 TERRITORY**

### **Territory Description**

We will grant you an exclusive territory that will be defined in Attachment “B” of the Franchise Agreement at least 7 days before you sign it (your “Territory”). In some cases, we grant “single point” franchises where the exclusive territory is limited to the premises of the approved Office location (i.e., there is no territory “surrounding” the Office). In other cases, we grant territories that vary in size based on our negotiations with the franchisee. There is no minimum size for a territory. In most cases a territory will either: (a) consist of the geographic area within a prescribed radius from a specific address (usually a ¼ mile radius); or (b) be defined by a single address, or by zip codes, postal codes or other boundaries (usually with a minimum population of 40,000 except in smaller towns with populations of less than 40,000). Due to variations in demographics, it is impossible to establish a standard population estimate for an exclusive territory. If you operate under Territory/Office Fee Structure 1, your monthly Territory Fee increases by \$100 for every 40,000 residents in your Territory.

If the population within your Territory increases significantly during the term of your Franchise Agreement, and you choose to renew the Franchise Agreement, we may adjust the boundaries of your Territory at the time of renewal such that your modified Territory includes a population that is similar to the population of your original Territory as of the date you signed the original Franchise Agreement.

If you are a Territory Releaser, you may relinquish portions of your Territory back to us to enable us to resell the territory to other franchisees, in order to meet your development obligations. We only grant territory release rights to franchisees who acquire a territory large enough to sustain multiple franchisees.

### **Offices Within Territory**

The Franchise Agreement grants you the right to open and operate Offices within your Territory. There are no contractual restrictions on the maximum number of Offices you may open within your Territory. If you are an existing franchisee entering into a renewal franchise agreement, we may carry over the pre-existing model and fee structure that applied under your original franchise agreement. Some of these models do not allow for the opening of an unlimited number of offices within a territory.

There are no restrictions on your ability to relocate one or more Offices within your Territory, except you must maintain at least one open designated Office within your Territory at all times.

### **Offices Outside Territory**

You may not open or operate an Office that is located outside of your Territory unless without our prior written approval, which we may withhold in our sole discretion. If we grant approval to open an Office located outside your Territory, we may impose any terms and conditions we deem appropriate as a condition to granting our approval.

You are prohibited from using our Marks with any office or other commercial space located outside your Territory. This prohibition also applies to virtual offices listing addresses outside your Territory (for example, through business directories such as Google My Business or similar sites).

### **Restrictions on Your Sales and Marketing Activities**

Subject to applicable law, you may advertise and market outside your Territory, and you may list and sell real estate that is located outside your Territory and serve clients who reside outside your Territory), as long as you comply with all policies and procedures in the Manual governing extra-territorial marketing. However, you may not represent that you have an Office (either physical or virtual) located outside your Territory.

Currently, you are permitted to market and sell through alternative channels of distribution (including within and outside of your Territory), but only in accordance with the guidelines we prescribe from time to time (including our prohibition against targeted marketing directed into a territory assigned to us, our affiliate or another franchisee). We can revoke your ability to market and sell through one or more types of alternative channels of distribution at any time. Alternative channels of distribution include marketing and sales conducted through direct marketing, such as over the Internet or through digital marketing.

There are no other restrictions on your ability to solicit clients, whether from inside or outside of your Territory.

### **Exclusive Territorial Rights**

Your Territory is exclusive. Neither we nor any other REALTY EXECUTIVES franchisee will be authorized to establish a REALTY EXECUTIVES office within your Territory during the term of your Franchise Agreement.

### **Limitations on Territorial Rights**

Other REALTY EXECUTIVES businesses (including those operated by us, our affiliates or other franchisees) may list and sell real estate that is located within your Territory and serve clients who reside within your Territory as long as they comply with all policies and procedures in the Manual governing extra-territorial marketing.

Although it is not currently our practice to do so, we reserve the right to sell, or license others to sell, competitive or identical goods or services (whether under the Marks or under different trademarks) through alternative channels of distribution, including within your Territory. Alternative channels of distribution include marketing and sales conducted through direct marketing, such as over the Internet or through digital advertising. You are not entitled to any compensation for sales made by us or third parties through

alternative channels of distribution.

### **Minimum Performance Requirements (Franchise Agreement)**

In addition to negotiating the boundaries of your Territory, you and we will negotiate your Salesperson quota at least 7 days prior to executing the Franchise Agreement. Your Salesperson quota will be determined based upon the size, population and market of your Territory. You must establish and maintain contracts with the minimum number of Salespersons and within the time periods required by your quota. The number of Salespersons that you are required to contract with may increase after the end of the first, second, third and fourth years to allow you time to develop your business.

Achieving your Salesperson is an essential aspect of the franchise relationship, since the growth of your network of Salespersons is necessary to achieve a corresponding growth in brand recognition and brand value in your Territory. If you fail to meet your Salesperson quota in any month, we may immediately take any one of the following actions:

- reduce the size of your Territory to correspond with the number of Salespersons that you have in your sales force (the amount of the reduction will be determined by us in our sole discretion)
- collect the Monthly Fees that would reasonably have been expected to have been payable if you had met your quota
- terminate your Franchise Agreement

We may also reduce the size of your Territory, or convert your Territory to a single point location, under any of the following circumstances:

- if you fail to execute a renewal Franchise Agreement but continue to operate your Business after the expiration of the term
- if you are in default under the Franchise Agreement and fail to cure before the expiration of the cure period
- if you default on any of your financial obligations under the Franchise Agreement (or any Promissory Note issued in our favor) and fail to remedy the default before the expiration of the applicable cure period
- if you default on any of your financial obligations under the Franchise Agreement (or any Promissory Note issued in our favor) 2 or more times during the term, even if such defaults are cured

### **Minimum Performance Requirements (Territory Release Agreements)**

If you are a Territory Releaser, you will have minimum development obligations that will vary depending on the size, population and market of your Territory (possibly to include the estimated number of licensed agents in your Territory) and the capacity for additional franchise sales and real estate offices. Your minimum development obligations will be listed on Exhibit "A" to the Territory Release Addendum. If you fail to meet your minimum development obligations, we have the right to reduce the size of your Territory. If we elect to reduce the size of your Territory, we also may terminate your Territory Release Addendum, in which case your Franchise Agreement will continue in full force and effect except that: (a) the size of your Territory will be reduced; (b) you may not enter into any other Territory Release Agreements; (c) you will not be entitled to any fees or have any rights or responsibilities with respect to any REALTY EXECUTIVES franchises sold by us or any third party within your original Territory unless otherwise agreed to by us; and (d) we reserve the right to have existing territory release agreements assigned to us, in which case you will not be entitled to any fees or have any rights or responsibilities with respect to those REALTY EXECUTIVES franchises.

**Additional Franchises and Territories**

Our standard Franchise Agreement does not grant you any options, rights of first refusal or similar rights to acquire additional territories or franchises.



**Competitive Businesses Under Different Marks**

Currently, neither we nor any affiliate of ours grant franchises that are authorized to use the Marks other than in the REALTY EXECUTIVES franchise system, although we reserve the right to establish another franchise system in the future. Similarly, neither we nor any affiliate of ours currently operates another franchise system or other channel of distribution that involves the sale of products or services similar to the products or services offered at a REALTY EXECUTIVES office.

We do not currently operate a REALTY EXECUTIVES office using the System and the Marks, although we reserve the right to operate one or more such offices in the future so long as we comply with the territorial protections granted to our franchisees.


**ITEM 13 TRADEMARKS**

You are obligated to provide real estate sales and services consistent with our high standards of ethics and conduct. You are required to use the service mark “REALTY EXECUTIVES” to identify your Offices and services. You will be licensed to use the following federally registered trademarks:

REGISTERED MARKS			
MARK	REGISTRATION NUMBER	REGISTRATION DATE	DATE OF RENEWAL
REALTY EXECUTIVES	1,037,111	March 30, 1976	May 27, 2016
	2,083,460	July 29, 1997	July 14, 2017
	2,083,462	July 29, 1997	August 15, 2017
WHERE THE EXPERTS ARE	3437912	May 27, 2008	May 7, 2018
PRIMEAGENT	4761989	June 23, 2015	N/A
POWERED BY EXPERTS	5204171	May 16, 2017	N/A

All trademark registrations are on the Principal Register of the United States Patent and Trademark Office.

We also applied to register the following trademarks on the Principal Register of the United States Patent and Trademark Office based on actual use:

UNREGISTERED MARKS		
MARK	SERIAL NUMBER	APPLICATION DATE
	97350479	April 6, 2022

We do not have a federal registration for the Marks above. Therefore, these Marks do not have many legal

benefits and rights as a federally registered trademark. If our right to use any of these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits have been filed and we intend to file all renewals by the required renewal date.

We or our affiliates may apply for or adopt additional trademarks and those may be licensed to you during the term of the franchise relationship. We may also license to you additional trademarks as created by us or our affiliates, whether registered or unregistered. By trademark, we mean trade names, trademarks, service marks, and logotypes used to identify your REALTY EXECUTIVES franchise or the products or services sold at your Business. Upon our request, you must modify or discontinue the use of any Mark licensed to you or begin using a new mark that we specify. If this happens, we will have no liability to you for any costs or damages that you incur as a result of the change in the Mark.

You must follow our rules when using the Marks. You cannot use the words “REALTY EXECUTIVES,” either alone or in conjunction with one or more other words, or any of our other Marks, as part of your legal entity name. You cannot use the words “REALTY EXECUTIVES”, either alone or in conjunction with one or more other words, as part of a domain name, unless you receive our prior written consent. You may not use the REALTY EXECUTIVES name in connection with the sale of any product or service that is not previously authorized by us in writing. You may adopt and use REALTY EXECUTIVES as part of your trade name or “doing business as” (DBA) name, but only if: (a) your tradename satisfies all requirements and criteria specified in the Manual; and (b) you submit the proposed tradename to us and we approve your tradename through the issuance of a Tradename Approval Notice in the form attached to the Franchise Agreement as Attachment “D” prior to use. You may not use any tradename that we have not approved. You must surrender, cancel or abandon the name upon the termination, expiration or transfer of the Franchise Agreement.

You must notify us immediately if you learn or are otherwise made aware of an infringing or challenging use of the Marks. We will take the action we think appropriate. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to our Marks. You must modify or discontinue the use of any Mark licensed to you if we are required to modify or discontinue use of the Mark as a result of litigation or other written agreement. If this happens, we will have no liability or other obligation to you resulting from the modification or discontinuation of the use of the Mark. You must not directly or indirectly contest our right to the Marks.

We are not required under the Franchise Agreement to: (a) protect your right to use the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (b) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving the Marks or if the proceeding is resolved in a manner that is unfavorable to you.

As of the date of this Disclosure Document, there are no: (a) currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (b) pending infringements, oppositions or cancellations; (c) pending material litigation matters involving any of the Marks; or (d) agreements that limit our right to use or license the use of the Marks. We do not know of any infringing uses that could materially affect your use of the Marks. We make no representation regarding the enforceability of the Marks in any particular territory.

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

No patents or pending patent applications are material to the franchise. You will receive for your use during the course of the Franchise Agreement the proprietary information contained within the Manual (which includes information and resources pertaining to franchise training, public relations, marketing and advertising, recruiting, insurance, new office startup, and other information and resources prepared by us) and other instructional and training materials. Although we have not filed an application for copyright

registration for the Manual, we do claim a copyright to the Manual and further claim that the information contained in the Manual is proprietary. We also own proprietary know-how in the form of operating methods, specifications, techniques, and information pertaining to the operation and marketing of a REALTY EXECUTIVES brokerage and any products or merchandise that we have or may develop.

You are required to maintain the confidentiality of all of our proprietary materials and use them only in strict accordance with the terms of the Franchise Agreement and Manual. You must promptly tell us when you learn about unauthorized use of our proprietary information. We are not obligated to act, but will respond to this information as we deem appropriate. You are not permitted to control any proceeding or litigation alleging the unauthorized use of any of our proprietary information. We have no obligation to indemnify you for any expenses or damages arising from any proceeding or litigation involving our proprietary information. There are no infringements that are known by us at this time.

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

Except as otherwise discussed below, at least one owner of the franchise must be directly involved in the operation, management and supervision of your Business (the “Broker Owner”). The “Broker Owner” is determined as follows:

- if the franchisee consists of a single individual, that individual will be the Broker Owner
- if the franchisee consists of more than one individual, you must designate one of those individuals who will be the Broker Owner
- if the franchisee is a corporation, limited liability company, or partnership, you must designate one of the individual owners, members or partners, as applicable, who will be the Broker Owner

The Broker Owner must be actively involved in the day-to-day management and operation of your Business unless you hire a Substitute Manager. The Broker Owner must successfully complete our initial training program. If the Broker Owner is not a licensed real estate broker, you must ensure that at all times you have at least one licensed real estate broker that is authorized to act on behalf of your Business and supervise the activities of your real estate Salespersons. If you have multiple Offices, you must you hire a branch manager to oversee the operations of each Office if required by applicable law. We do not require that the licensed real estate broker own any equity interest in the franchisee.

You have the right to delegate the responsibilities of the Broker Owner for the day-to-day management and operation of your Business to a third-party manager that you hire. We do not require that the manager own an interest in the franchise. The original Broker Owner must assume ultimate responsibility for the supervision and operation of the Business if the manager is unable to perform his or her duties for any reason, until such time that you obtain a suitable replacement manager.

If you are an entity, each person holding an ownership interest in you (including the Broker Owner), and in some states, the spouse of each of the foregoing individuals, must execute a personal guaranty of the Franchise Agreement, the form of which is attached to the Franchise Agreement as Attachment “C”.

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

All real estate services that you offer in connection with your Business under the Marks are subject to approval. You may offer all real estate services including leasing, listing, purchasing, referral, selling, trading, lead generation, auctions and other services of a similar nature. We may change these services from time to time, and you must comply with these changes. You will have the sole right to determine the prices charged for goods and services sold through your Business. You may not sell any unauthorized goods or services under the Marks, but you are permitted to offer other real estate settlement services in conjunction with your Business, such as mortgage services, title services, escrow services, etc., provided that these other services are not offered or advertised in association with the Marks and the offer and sale of these services



complies with all applicable federal, state and local laws and regulations. We do not restrict the customers to whom you may sell goods and services.

**ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

The following table lists certain important provisions of the franchise and related agreements, including the Territory Release Addendum (“TRA”). You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 4.1 TRA Section 7	<p>If this is an initial Franchise Agreement, the term is for 10 years. If you are renewing an existing Franchise Agreement, the term for the renewal is for 10 years. However, if you sign a new Franchise Agreement for another territory, we may, at our option, extend the term of any previously executed Franchise Agreement to run concurrently with the term of the new Franchise Agreement.</p> <p>If you are a Territory Releasor, the term of your Territory Release Addendum will be the lesser of 5 years or the remaining term of your Franchise Agreement. In no case will the term of your Territory Release Addendum extend beyond the term of your Franchise Agreement.</p>
b. Renewal or extension of the term	Sections 4.1, 4.2 & 4.3 TRA Section 7	<p>If you are renewing an existing Franchise Agreement and are in good standing, you can renew for up to 2 successive periods of 10 years each upon each expiration date. If you fail to timely exercise your renewal option and you continue to operate the Business, then the Franchise Agreement will renew automatically for one 6-month period, becoming an Interim Term, unless we notify you that we instead elect for the term to expire. During the Interim Term, we may terminate or modify, in any manner we choose, your territorial rights. During the Interim Term, we have the right, in our sole discretion, to modify any term of the Franchise Agreement. We may terminate the Franchise Agreement with 30 days’ written notice at any time during the Interim Term. If you wish to terminate the Franchise Agreement at the end of the Interim Term, you must provide us with no less than 60 days’ prior written notice. The termination date may be sooner if we mutually agree to terminate at an earlier date or if the termination is with cause (see below). If you operate during the Interim Term, you will pay us a \$50 surcharge per Salesperson per month plus a \$200 administrative fee per month (the “Extension Fee”) in addition to all other fees due to us under the Franchise Agreement.</p> <p>If you are a Territory Releasor, the Territory Release Addendum may be renewed for additional renewal terms consistent with the renewal terms of your Franchise Agreement unless either party elects not to renew.</p>
c. Requirements for you to renew or extend	Section 4.2 TRA Section 9	<p>If you want to renew an existing Franchise Agreement, you must do the following: (1) give us written notice of your intent to renew not less than 90 days before the end of the term; (2) be in good standing under the Franchise Agreement, including</p>

THE FRANCHISE RELATIONSHIP		
Provision	Section in Agreement	Summary
		<p>no events of default; (3) sign our then-current Franchise Agreement; and (4) sign a release (subject to state law). If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract.</p> <p>If you are a Territory Releasor, you may renew the term of the Territory Release Addendum. As a condition to renewal, we may require that you meet certain development obligations within your Territory. You also must: (1) give us written notice of your intent to renew between 180 and 360 days before the end of the term; (2) be in good standing under your Franchise Agreement and Territory Release Addendum; (3) sign our then-current Territory Release Addendum; and (4) sign a release (subject to state law). If you renew, you may be required to sign an addendum with materially different terms and conditions than the original addendum.</p>
d. Termination by you	Section 19.1	You may terminate the Franchise Agreement if we materially breach the Franchise Agreement and fail to cure the breach within 90 days after you send us a written notice of default.
e. Termination by us without cause	Section 19.4	We cannot terminate without cause, unless you and we mutually agree to terminate.
f. Termination by us with cause	Sections 19.2 & 19.3 TRA Section 9	<p>We can terminate for cause if you are in default under the Franchise Agreement, or if you and we mutually agree to terminate.</p> <p>If you are a Territory Releasor, the Territory Release Addendum will automatically terminate if your Franchise Agreement is terminated or expires without renewal. We also may terminate if you default under the Territory Release Addendum.</p>
g. "Cause" defined - curable defaults	Section 19.3 TRA Section 9	<p>You have 30 days to cure most defaults, other than defaults described below which are considered "non-curable defaults" and those which specify cure periods of less than 30 days.</p> <p>If you are a Territory Releasor, you will have 30 days to cure any breach of any obligation under the Territory Release Addendum other than defaults described below under "non-curable defaults."</p>
h. "Cause" defined - non-curable defaults	Section 19.2 TRA Section 9	The following defaults cannot be cured and may, at our discretion, result in immediate termination of the Franchise Agreement: (i) failure to commence operations within 6 months of the effective date of the Franchise Agreement or maintain at least one open, designated Office throughout term; (ii) failure to maintain required license(s) or at any time failing to have a licensed broker; (iii) conviction of certain types of crimes or subjection to certain disciplinary proceedings; (iv) insolvency; (v) bankruptcy; (vi) unauthorized seizures; (vii) abandonment of franchise; (viii) failure to pay us or our affiliate within 10 days after receipt of demand for payment; (ix) failure to cure breach of payment obligations under any promissory note you sign in our favor; (x) underreporting of

THE FRANCHISE RELATIONSHIP		
Provision	Section in Agreement	Summary
		<p>any amount due us by at least 3% after previous underreporting occurred; (xi) material misrepresentations to us; (xii) unauthorized transfers; (xiii) unauthorized use of intellectual property or violation of any confidentiality or non-disclosure covenant; (xiv) failure to comply with any applicable material law; (xv) failure to meet your Salesperson quota; (xvi) 2 or more defaults in any 12-month period, even if cured; (xvii) and conduct by you or one of your owners which we, in our sole discretion, deem to be detrimental or otherwise harmful to our brand, the Marks and/or the System; (xviii) if in any 12-month period we receive more than 2 complaints about you or your owners as to the operation of the Business or your conduct relating to the Business; and (xix) termination of any other agreement between you and us or our affiliate or a Territory Releasor based on your default.</p> <p>If you are a Territory Releasor and your Franchise Agreement is terminated or expires without renewal, your Territory Release Addendum will automatically terminate without opportunity to cure.</p>
i. Your obligations on termination/non-renewal	Section 20	Obligations include ceasing use of our intellectual property, complete de-identification of our brand, assignment of phone numbers, cancellation or assignment of URLs, domain names and social media accounts, assignment of listings, return of Manual and materials bearing the Marks, canceling fictitious names and payment of all amounts due (also see r, below).
j. Assignment of contract by us	Section 18.1	No restriction on our right to assign, but we will remain liable for the performance of all of our obligations arising under the Franchise Agreement prior to the date of assignment.
k. "Transfer" by you – definition	Section 18.2	Includes transfer of contract or assets or ownership change.
l. Our approval of transfer by you	Sections 18.2 & 18.3	If certain conditions are met, you may transfer to a newly-formed entity owned by you, or in certain instances, to other existing owners or to an immediate family member, without our prior approval. We have the right to approve all other transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 18.2	Transferee must meet our qualifications, successfully complete training, obtain all required licenses and permits, and sign a new Franchise Agreement, including personal guaranty, for the remainder of the term. You must be current on all your payments, pay transfer fee and sign a general release (subject to state law) and subordination agreement. We must approve the terms of the transfer.
n. Our right of first refusal to acquire your business	Section 18.5	We have the right to match any bona fide, arms-length offer for your Business, regardless of whether the offer is for a stock sale, sale of assets or some other form of sale and regardless of whether the Franchise Agreement itself is part of the sale.
o. Our option to purchase your business	Not Applicable	Not Applicable

<b>THE FRANCHISE RELATIONSHIP</b>		
<b>Provision</b>	<b>Section in Agreement</b>	<b>Summary</b>
p. Your death or disability	Section 18.4	Any transfer, including by will or intestacy, requires our prior written consent. You will have 6 months to complete the transfer.
q. Non-competition covenants during the term of the franchise	Not Applicable TRA Section 12	You and your owners may not have any interests in a competing business (other than owning 5% or less in a public company that is a competing business).  If you are a Territory Releasor, you also must comply with covenants prohibiting you from diverting business from us or other franchisees or soliciting customers of ours or other franchisees.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable TRA Section 12	Not Applicable. If you are a Territory Releasor, you agree that, for a period of 2 years after the termination, expiration or transfer of the Franchise Agreement, you will not directly or indirectly be involved with the offer, sale, development, servicing or support of franchises (or otherwise assist with the implementation of a franchise system) with respect to any other competing real estate franchise system. This covenant does not prevent you from acting as a real estate brokerage under your own brand or a rival brand.
s. Modification of the agreement	Sections 4.3 & 23.8 TRA Section 14(a)	We may unilaterally change the Manual or reduce the scope of any covenant imposed on you to comply with applicable law. We may also modify any term of the Franchise Agreement during the Interim Term, if applicable. Other modifications require a writing signed by both parties.  If you are a Territory Releasor, the Territory Release Addendum may only be modified by a writing signed by both parties.
t. Integration/ merger clause	Section 23.8 TRA Section 14(a)	Only the terms of the Franchise Agreement and attachments to Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we make in this Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.  If you are a Territory Releasor, only the terms of the Territory Release Addendum and Franchise Agreement are binding (subject to state law). Any representations or promises made

THE FRANCHISE RELATIONSHIP		
Provision	Section in Agreement	Summary
		outside the Disclosure Document, Franchise Agreement and Territory Release Addendum may not be enforceable. Nothing in the Franchise Agreement, Territory Release Addendum or any related agreements is intended to disclaim any of the representations we make in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 21	Subject to state law, all disputes must be mediated before litigation, except for certain disputes involving our intellectual property or compliance with restrictive covenants.
v. Choice of forum	Section 21	Subject to state law, all mediation and litigation must take place in the county where we maintain our principal place of business (currently Maricopa County, Arizona) at the time the dispute arises.
w. Choice of Law	Section 23.1	Subject to state law, Arizona law governs.

## ITEM 18 PUBLIC FIGURES

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

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Federal Trade Commission, the appropriate state regulatory agencies, and our management by contacting our Legal Department at 4343 E. Outlier Blvd., Suite 123, Phoenix, Arizona 85008 or by phone at 800 252-3366.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	356	339	-17
	2021	339	305	-34
	2022	305	315	+12
Company-Owned	2020	18	18	0
	2021	18	44	+26
	2022	44	0	-44

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2020	374	357	-17
	2021	357	349	-8
	2022	349	315	-34

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	Year	Number of Transfers
Total	2020	0
	2021	0
	2022	1

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
Alabama	2020	6	0	1	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Arizona	2020	83	8	4	0	0	0	87
	2021	87	6	0	0	14	0	79
	2022	79	3	1	0	0	0	81
California	2020	37	3	3	0	0	0	37
	2021	37	0	3	0	0	0	34
	2022	34	3	9	0	0	0	28
Florida	2020	23	0	7	0	0	0	16
	2021	16	2	1	0	0	0	17
	2022	17	0	1	0	0	0	16
Georgia	2020	3	0	0	0	0	0	3
	2021	3	0	1	0	0	0	2
	2022	2	1	0	0	0	0	3
Illinois	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
Indiana	2020	4	0	2	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Kansas	2020	9	0	0	0	0	0	9
	2021	9	0	1	0	0	3	5

**TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2022	5	3	1	0	0	0	7
Kentucky	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	4	0	0	0	0	0	4
	2021	4	0	2	0	0	0	2
	2022	2	0	0	0	0	0	2
Maryland	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	12	0	1	0	0	0	11
	2021	11	1	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Michigan	2020	8	0	0	0	0	0	8
	2021	8	1	1	0	0	0	8
	2022	8	1	0	0	0	0	9
Minnesota	2020	8	0	1	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	1	0	0	0	6
Mississippi	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Missouri	2020	19	0	1	0	0	0	18
	2021	18	0	1	0	3	0	14
	2022	14	3	1	0	0	0	16
Montana	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	6	0	2	0	0	0	4
	2021	4	2	2	0	0	0	4
	2022	4	0	0	0	0	0	4
New Jersey	2020	17	0	0	0	0	0	17
	2021	17	4	0	0	13	0	8
	2022	8	13	1	0	0	0	20
New Mexico	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1

**TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022**

<b>State</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets Opened</b>	<b>Terminations</b>	<b>Non-Renewals</b>	<b>Reacquired by Franchisor</b>	<b>Ceased Operations - Other Reasons</b>	<b>Outlets at End of Year</b>
	2022	1	0	0	0	0	0	1
New York	2020	10	0	5	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
North Carolina	2020	6	0	0	0	0	0	6
	2021	6	0	1	0	0	0	5
	2022	5	0	0	0	0	0	5
Ohio	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	2	0	0	0	2
Oregon	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
	2022	1	0	0	0	0	0	1
Pennsylvania	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	1	0	5
	2022	5	2	0	0	0	0	7
Tennessee	2020	20	3	1	0	0	0	22
	2021	22	0	3	0	0	0	19
	2022	19	2	4	0	0	0	17
Texas	2020	17	2	4	0	0	0	15
	2021	15	7	1	0	0	0	21
	2022	21	0	1	0	0	0	20
Utah	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
Washington	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Wisconsin	2020	25	2	1	0	0	0	26
	2021	26	0	7	0	0	0	19
	2022	19	1	0	0	0	0	20
Totals	2020	356	18	35	0	0	0	339
	2021	339	25	25	0	31	3	305



TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2022	305	33	23	0	0	0	315

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2019 TO 2021							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2020	9	0	0	0	0	9
	2021	9	0	14	0	0	23
	2022	23	0	0	23	0	0
California	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
Florida	2020	2	0	0	0	0	2
	2021	2	0	0	2	0	0
	2022	0	0	0	0	0	0
Illinois	2020	6	0	0	0	0	6
	2021	6	0	0	6	0	0
	2022	0	0	0	0	0	0
Kansas	2020	0	0	0	0	0	0
	2021	0	0	3	0	0	3
	2022	3	0	0	3	0	0
Missouri	2020	0	0	0	0	0	0
	2021	0	0	3	0	0	3
	2022	3	0	0	3	0	0
New Jersey	2020	0	0	0	0	0	0
	2021	0	0	13	0	0	13
	2022	13	0	0	13	0	0
Pennsylvania	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	1	0	0
Totals	2020	18	0	0	0	0	18
	2021	18	0	34	8	0	44
	2022	44	0	0	44	0	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2022			
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
Florida	1	1	0
Totals	1	1	0

Notes to Tables:

1. Our fiscal year ends on December 31. All references to years in these tables refer to December 31<sup>st</sup> of that year. The statistical data in these tables is limited to the United States. As of December 31, 2022, there were 47 REALTY EXECUTIVES real estate office franchises operating outside of the United States.

A list of all current REALTY EXECUTIVES franchisees is attached to this Disclosure Document as Exhibit “G” (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2022. In addition, Exhibit “G” (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

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.

Exhibit “J” (Part A) to this Disclosure Document lists, to the extent known, the names, addresses, telephone numbers, email address and URL of each trademark-specific franchisee organization associated with the franchise system being offered that we have created, sponsored or endorsed. Exhibit “J” (Part B) to this Disclosure Document lists the independent franchisee organizations that have asked to be included in this Disclosure Document.

## ITEM 21 FINANCIAL STATEMENTS

Audited financial statements for the fiscal years ended December 31, 2022, December 31, 2021, and December 31, 2020 are attached to this Disclosure Document as Exhibit “H”. Our fiscal year end is December 31<sup>st</sup>.

## ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

### Exhibits to Disclosure Document

- Exhibit “C” Franchise Agreement
- Exhibit “D” Territory Release Agreement

Exhibit "E"      General Release  
Exhibit "K"      Territory Release Addendum  
Exhibit "L"      Financing Documents

**Attachments to Franchise Agreement**

Attachment "C"    Personal Guaranty  
Attachment "D"    Tradename Approval Notice  
Attachment "G"    ACH Authorization Form  
Attachment "H"    Authorization to Transfer Agreement

**ITEM 23      RECEIPTS**

Exhibit "N" to this Disclosure Document are detachable receipts. If you receive this Disclosure Document in paper form, you are to sign both, and keep one copy and return the other copy to us. If you receive this Disclosure Document electronically, you need only sign once.

EXHIBIT “A”

TO

DISCLOSURE DOCUMENT

**State Administrators and Agents for Service of Process**

*[See Attached]*

<p><b><u>CALIFORNIA</u></b>  Commissioner of Financial Protection &amp; Innovation  Department of Financial Protection &amp; Innovation  320 West 4<sup>th</sup> Street, #750  Los Angeles, California 90013  (213) 576-7500  1-866-275-2677  <u>Agent for Service of Process:</u>  Commissioner of Financial Protection &amp; Innovation  Department of Financial Protection &amp; Innovation 320 West 4th Street, #750  Los Angeles, California 90013  (213) 576-7500  1-866-275-2677</p> <p><b><u>HAWAII</u></b>  Commissioner of Securities of the State of Hawaii  335 Merchant Street, Room 203  Honolulu, Hawaii 96813  (808) 586-2722  <u>Agents for Service of Process:</u>  Commissioner of Securities of the State of Hawaii  Department of Commerce and Consumer Affairs  Business Registration Division  335 Merchant Street, Room 203  Honolulu, Hawaii 96813  (808) 586-2722</p> <p><b><u>ILLINOIS</u></b>  Illinois Attorney General  Chief, Franchise Division  500 South Second Street  Springfield, Illinois 62706  (217) 782-4465</p> <p><b><u>INDIANA</u></b>  (for service of process)  Secretary of State  201 State House  200 West Washington Street  Indianapolis, Indiana 46204  (317) 232-6531</p> <p>(state agency)  Secretary of State  Securities division  Room E-018  302 West Washington Street  Indianapolis, Indiana 46204  (317) 232-6681</p>	<p><b><u>MARYLAND</u></b>  (for service of process)  Securities Commissioner  Securities Division  200 St. Paul Place  Baltimore, Maryland 21202-2020  (410) 576-6360</p> <p>(state agency)  Office of the Attorney General  Securities Division  200 St. Paul Place  Baltimore, Maryland 21202-2020  (410) 576-6360</p> <p><b><u>MICHIGAN</u></b>  Franchise Administrator  Consumer Protection Division  670 Law Building  Lansing, Michigan 48913  (517) 373-7117</p> <p><b><u>MINNESOTA</u></b>  Department of Commerce  Director of Registration  85 Seventh Place East, #500  St. Paul, Minnesota 55101-3165  (651) 296-4026</p> <p><b><u>NEW YORK</u></b>  NYS Department of Law  Investor Protection Bureau  28 Liberty St. 21<sup>st</sup> fl  New York, NY 10005  (212) 416-8222  <u>Agents for Service of Process:</u>  New York Department of State  One Commerce Plaza  99 Washington Avenue, 6th Floor  Albany, NY 12231</p> <p>(for other matters)  New York Attorney General  Investor Protection Bureau  28 Liberty Street  New York, New York 10005  (212) 416-8222</p> <p><b><u>NORTH DAKOTA</u></b>  North Dakota Securities Department  State Capitol, Fifth Floor, Dept 414  600 East Boulevard Avenue  Bismarck, North Dakota 58505-0510  (701) 328-4712</p>	<p><b><u>RHODE ISLAND</u></b>  Department of Business Regulation  233 Richmond Street, #232  Providence, Rhode Island 02903  (401) 222-3048</p> <p><b><u>SOUTH DAKOTA</u></b>  Department of Labor and Regulation  Division of Securities  124 S Euclid, Suite 104  Pierre, South Dakota 57501  (605) 773-4823</p> <p><b><u>VIRGINIA</u></b>  State Corporation Commission  Division of Securities and Retail Franchising  1st Floor (service of process)  9th Floor (administrator)  1300 East Main Street  Richmond, Virginia 23219  (804) 371-9051</p> <p><b><u>WASHINGTON</u></b>  (for service of process)  Director Department of Financial Institutions  Securities Division  150 Israel Road SW  Tumwater, Washington 98501  (360) 902-8760</p> <p>(for other matters)  Department of Financial Institutions  Securities Division  150 Israel Road SW  Tumwater, Washington 98501  (360) 902-8760</p> <p><b><u>WISCONSIN</u></b>  Department of Financial Institutions  Division of Securities  345 West Washington Avenue  4<sup>th</sup> Floor  Madison, Wisconsin 53703  (608) 266-3364</p>
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EXHIBIT “B”

TO

DISCLOSURE DOCUMENT

**Franchisor’s Agent for Service of Process**

**Andrew Christensen  
4343 E. Outlier Blvd., Suite 229E  
Phoenix, Arizona 85008**

EXHIBIT "C"  
TO  
DISCLOSURE DOCUMENT

**Franchise Agreement**

*[See Attached]*



**REALTY EXECUTIVES**

**FRANCHISE AGREEMENT**



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## ATTACHMENTS

Attachment “A” Definitions  
Attachment “B” Territory  
Attachment “C” Personal Guaranty  
Attachment “D” Tradename Approval Notice  
Attachment “E” Fee Structure  
Attachment “F” Salesperson Quota  
Attachment “G” ACH Authorization Form  
Attachment “H” Authorization to Transfer Agreement

## REALTY EXECUTIVES FRANCHISE AGREEMENT

This Franchise Agreement (this “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Effective Date”) by REALTY EXECUTIVES INTL. SVCS., LLC, an Arizona limited liability company (“we” or “us”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“you”).

**1 DEFINITIONS.** Certain capitalized terms used throughout this Agreement are defined in Attachment “A” to this Agreement.

**2 GRANT OF FRANCHISE.** We hereby grant you a license to own and operate a REALTY EXECUTIVES real estate brokerage (your “Business”) using the Intellectual Property for one or more real estate offices (each, an “Office”) located within the geographic area set forth on Attachment “B” (your “Territory”). You may only provide the real estate-related goods and services that we authorize from time to time (collectively, “Authorized Services”) from your Office. You may provide Authorized Services from your Office with respect to real estate that is located outside of your Territory. You may not market, offer or sell Authorized Services under the Marks from any premises other than an Office. You may not conduct business from any Office prior to notifying us in writing of the existence and address of such Office. You may not open or operate an Office that is located outside of your Territory without our prior written approval, which approval may be withheld in our sole discretion. If we are willing to grant such approval, our approval may be conditioned on any terms and conditions we deem appropriate.

**3 TERRITORIAL RIGHTS AND LIMITATIONS.** Your Territory will be exclusive during the Term. By exclusive, we mean that we will not establish, or grant a franchise to any third party to establish, a real estate office that both: (i) is physically located within your Territory; and (ii) provides Authorized Services under the Marks. Your exclusive rights to your Territory do not prevent us or other REALTY EXECUTIVES franchisees from: (i) marketing Authorized Services under the Marks within your Territory; or (ii) providing Authorized Services with respect to real estate that is located within your Territory. We reserve all rights not expressly granted to you under this Agreement. Without limiting the generality of the foregoing, we reserve the right to develop and operate and grant rights, franchises and/or licenses to third parties to develop and operate real estate offices or other competing businesses, whether under the Marks or under any other trademark, service mark or trade name, and on any terms and conditions that we in our sole discretion deem appropriate, provided that we comply with your exclusive rights described in this Section if these competing businesses are real estate offices that provide Authorized Services under the Marks. We reserve the right, in our sole discretion, to eliminate (or reduce the size of) your Territory under any of the following circumstances: (i) if you continue to operate your Business after the expiration of the Term pursuant to Section 4.3; (ii) if you default on any of your financial obligations under this Agreement (or any Promissory Note issued in our favor) and fail to remedy the default before the expiration of the applicable cure period; (iii) if you are in default or material breach of any of your obligations under this Agreement and fail to remedy the default before the expiration of the applicable cure period; or (iv) if you default on any of your financial obligations under this Agreement (or any Promissory Note issued in our favor) two or more times during the Term, even if cured. We may also modify your Territory in the manner permitted by Section 9 if you fail to achieve your Salesperson quota. If the population within your Territory increases significantly during the Term, we may adjust the boundaries of your Territory at the time of renewal such that your modified Territory includes a population that is similar to the population within the Territory designated in Attachment “B” as of the Effective Date.

## 4 TERM AND RENEWAL.

### 4.1 Generally.

(a) The term will begin on the Effective Date and expire 10 years thereafter (the “Term”).

(b) If this is a renewal of an existing Franchise Agreement, the term of this Agreement will begin on the Effective Date and expire ten years thereafter (the “Renewal Term”), with the opportunity to enter into a maximum of two successor franchise agreements (each, a “Successor Agreement”), as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting comparable REALTY EXECUTIVES franchises as of the expiration of the Term or renewal term, as applicable. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. Each renewal term will be ten years, for a maximum total term of 30 years. You will have no further right to operate your Business following the expiration of the final renewal term unless we grant you a new franchise in our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

**4.2 Renewal Requirements.** In order to enter into a Successor Agreement, you and the Owners (as applicable) must: (i) notify us in writing of your desire to enter into a Successor Agreement not less than 90 days before the expiration of the Term or Renewal Term, as applicable; (ii) not be in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement; (iii) sign the Successor Agreement and all ancillary documents that we require franchisees to sign; (iv) sign a General Release; and (v) take any additional action that we reasonably require.

**4.3 Interim Term.** If you do not sign a new Franchise Agreement at the end of the Term if this is an initial Franchise Agreement or a Successor Agreement after the expiration of the Renewal Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) automatically renewing for six month period (the “Interim Term”). We will communicate to you if we deem your Franchise Agreement to have expired. During the Interim Term, we may terminate the Agreement with 30 days’ written notice. If you intend to terminate the Agreement at the end of any Interim Term, you must provide not less than 60 days’ written notice. The Agreement may terminate prior to the end of the Interim Term upon mutual agreement by both parties or as otherwise provided for in this Agreement. All of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the effective date of the termination of the Interim Term. During the Interim Term, we have the right, in our sole discretion, to modify your Territory in any manner, as well as modify any other element of this Agreement as we choose. If we terminate the Interim Term and decide to offer you a Successor Agreement, we may reduce the length of the applicable renewal term by an amount equal to the duration of the Interim Term. For example, if you operate your Business for a six month Interim Term following the expiration of this Agreement and we grant you a Successor Agreement, the term of the Successor Agreement would be reduced from ten years to nine and one-half years to account for the six-month Interim Term. You agree to pay us an Interim Term extension fee in the amount of \$50 per Salesperson per month, along with a \$200 per month administrative fee (collectively, the “Extension Fee”) while you continue to operate during the Interim Term. This Extension Fee applies regardless of the designated fee structure and regardless of each respective Salesperson’s fee structure designation. This Extension Fee is assessed in addition to all other fees you are

required to pay under the terms of this Agreement.

Except as described above, you have no rights to continue to operate your Business following the expiration of the Term.

**Solicitation of Salespersons.** If you do not sign a new Franchise Agreement or a Successor Agreement, we have the right to contact your Salespersons to: (i) notify them that you no longer have the right to operate a REALTY EXECUTIVES franchise; and (ii) discuss the possibility of them entering into a franchise with us or becoming Salespersons for another REALTY EXECUTIVES franchise.

## **5 TRAINING, CONFERENCES & CONVENTIONS.**

**5.1 Annual Franchise Training Program.** We will provide our annual training program to your owners and employees. At a minimum, the Broker Owner and at least one other staff member that you designate must complete this training program in the first year of your Business being opened. The training program will take place at our World Headquarters in Phoenix, Arizona or any other location we choose. However, we reserve the right, in our sole discretion, to conduct the annual training program virtually through video conference calls, webinars or any other method that we deem appropriate.

**5.2 Initial Training Program.** You are required to participate in an initial training program within 180 days of executing the Franchise Agreement, and prior to opening your Business. This Initial Training Program will be conducted virtually through video conference calls, webinars, or any other method that we deem appropriate, and will include assisting you with PrimeAgent setup, PrimeAgent training, roster management, profile management, implementing marketing campaigns, discuss recruiting goals, and other initial operating tools as we may deem appropriate. We will train the Broker Owner and two individuals at no additional charge. You agree to pay us an additional fee (the “Initial Training Fee”) for each additional person that we train. The Initial Training Fee is currently \$499 per additional person trained. We may require that your Owners and employees retake our initial training program as a condition to you signing a Successor Agreement. In addition, any staff members (including brokers) that you send to training after our Initial Training Program will require payment of the Training Fee.

**5.3 On-Site Training/Assistance.** As part of the training program, we may choose to, but need not, send our representative(s) to your Office to assist you with the opening and/or ongoing operations of your Business. If we choose to do so, we will not charge you any fee. However, if you request any on-site visits and we agree to do so, you must reimburse us for all reasonable travel, meals, lodging and other expenses that we incur in providing this service to you.

**5.4 Periodic Training Programs.** From time to time, we may offer training programs for you and your Salespersons. These training programs may be conducted at our headquarters or they may be conducted remotely through live or recorded webinars or through any other method that we deem appropriate. We may designate ongoing training programs as mandatory or optional. We may charge you a training fee for each person that participates in the training program. The training fee ranges from \$0 to \$799 depending on the program.

**5.5 Annual Conference.** We may choose to, but need not, hold an annual symposium for all REALTY EXECUTIVES Broker/Owners. Each year that the conference is held, the Broker/Owner must attend at least one symposium or national or regional conference. We reserve the right to charge you a non-refundable registration fee to attend the symposium. The registration fee must be paid within ten days after invoicing. Currently, the registration fee varies between \$350 and \$799 per person per symposium.

**5.6 Periodic Conventions.** We may choose to, but need not, hold national or regional conventions to update you on System changes and other issues affecting REALTY EXECUTIVES franchisees. Each year that a convention is held, the Broker/Owner must attend at least one symposium or national or regional convention. We reserve the right to charge you a non-refundable registration fee to attend a national or regional convention. The registration fee must be paid within ten days after invoicing. Currently, the registration fee varies between \$350 and \$799 per person per convention.

**5.7 Failure to Attend Mandatory Conventions/Symposia.** If you fail to attend at least one Broker/Owner symposium or regional or national convention in each calendar year, we have the right to charge you the then applicable registration fee for one attendee. In addition, if you fail to attend at least one Broker/Owner symposium or regional or national convention in each calendar year, we have the right to declare you to be in default under this Franchise Agreement, and reserve all remedies available to us relating to this event of default.

**5.8 Expenses.** You are responsible for all food, lodging and travel costs that you incur while attending any training program, conference or convention.

## **6 ESTABLISHING OFFICES.**

**6.1 Opening Offices Within Your Territory.** You may open as many Offices as you deem appropriate within your Territory. If you operate under Territory/Office Fee Structure 1, you will not be charged an Office Fee (described in [Section 14.3](#)) for any Office opened in your Territory. If you operate under Territory/Office Fee Structure 2, you must pay us a separate Office Fee for every Office opened in your Territory. [Attachment “E”](#) identifies whether you operate under Territory/Office Fee Structure 1 or Territory/Office Fee Structure 2.

**6.2 Site Selection.** You have sole discretion to choose where in your Territory to establish your Office(s). You may not establish an Office outside of your Territory without our prior written consent, which consent may be withheld in our sole discretion. You do not need us to approve the location of your Office(s) within your Territory. You do not need our approval of any lease or purchase agreement for your Office(s). You may relocate an Office without our prior approval as long as: (i) the new location is within your Territory; (ii) the new Office complies with the requirements set forth in this Agreement; and (iii) you provide us with at least 30 days’ notice before you open at the new location.

**6.3 Requirements for Your Office.** A REALTY EXECUTIVES Office includes dedicated brick-and-mortar REALTY EXECUTIVES offices, shared office space, executive suites, virtual offices and any other physical location from which business is conducted or that qualifies as an “office” (or equivalent) under the terms of this Agreement and applicable local laws, rules, regulations or ordinances. You are prohibited from using our Marks from any office or other commercial space located outside your Territory. This prohibition also applies to offices which list a business address outside your Territory (for example, through business directories such as Google My Business or similar sites). As of the Effective Date, we do not have any specific requirements for the appearance or build-out of your Office except that it: (i) must be in good repair and condition; (ii) must present a professional appearance to the public and your customers that satisfies our high standards and distinguishing characteristics; and (iii) must comply with all signage requirements set forth in the Manual. We reserve the right to require that you renovate, modify the appearance of, or relocate your Office if we, in our commercially reasonable judgment, determine that your Office does not satisfy any of the foregoing requirements. Except as described in this Section, you have sole discretion with respect to designing, constructing and remodeling your Offices, all of which will be done at your sole expense.

**6.4 Fixtures, Furnishings, Equipment and Supplies.** You agree to purchase or lease all

fixtures, furnishings, equipment and supplies that are necessary or appropriate for the operation of a real estate franchise. Currently, we do not require that you purchase any specific fixtures, furnishings, equipment or supplies, but we reserve the right to do so in the future. You agree to purchase any such required items upon notice from us. We may require that you purchase such items only from suppliers that we designate or approve. We may designate ourselves as an exclusive supplier. We are currently the exclusive supplier of PrimeAgent, which you are required to use. We are the non-exclusive supplier of the websites used by franchisees. .

**6.5 Commencing Operations.** You must commence operations within 180 days after the Effective Date (your “Initial Opening Date”). We have sole discretion to determine whether your operations are “commenced.” In making this determination, we will consider the following factors, along with any other factors that we deem relevant: (i) whether there is any publicly available REALTY EXECUTIVES advertising about your Office; (ii) whether there is any signage at your Office (if it is a physical location); (iii) whether your phone number is answered by referring to REALTY EXECUTIVES; (iv) whether real estate agents are operating out of your Office; and (v) whether the Office is operating as may be required by local laws. You may not commence operations prior to: (i) obtaining all insurance required by Section 10.1; (ii) obtaining all required licenses and permits; and (iii) completing the initial training program. You must immediately notify us in writing of the date that any Office closes for a period anticipated to exceed seven days. **BY VIRTUE OF COMMENCING OPERATIONS OF YOUR BUSINESS, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR OBLIGATIONS TO YOU THAT WE ARE REQUIRED TO FULFILL PRIOR TO YOU OPENING YOUR BUSINESS.**

**6.6 Maintaining an Open Office.** Throughout the Term, you must at all times maintain at least one “open” Office.

## **7 ADVERTISING & MARKETING.**

### **7.1 Marketing Fund.**

Administration. Recognizing the value of uniform advertising and promotion to the goodwill and public image of the System and the Marks, we have established and will maintain a marketing fund (the “Marketing Fund”) for purposes of promoting the System and the Marks on a regional and national basis. We will deposit into a separate bank account all marketing fund fees (the “Marketing Fees”) that you pay into the Marketing Fund. However, the Marketing Fund is not established as or intended to be a trust. The Marketing Fund is used for regional and/or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, publicity, website development, search engine optimization and any other programs that we deem necessary or desirable to promote the System (“Marketing Campaigns”). We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to any Marketing Campaign. We will not use Marketing Fees to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead as we may incur in activities reasonably related to the administration of the Marketing Fund and the Marketing Campaigns (which may include, without limitation: administrating the Marketing Fund and collection of marketing fees; conducting market research; preparing and conducting television, radio, magazine, billboard, newspaper and other media programs and activities; employing advertising agencies; collecting and accounting for contributions to the Marketing Fund; and paying for the preparation and distribution of marketing materials). Any surplus of funds in the Marketing Fund may be invested for the benefit of the Marketing Fund, and we may lend money to the Marketing Fund if there is a deficit. A financial accounting of the operations of the Marketing Fund, including deposits into and disbursements from the Marketing Fund, will be prepared annually and made available to you upon written request.

**Contributions.** You agree to pay us a monthly Marketing Fee specified in Attachment “E”. The Marketing Fee is due on the 15th day of each month. The amount of the Marketing Fee due to us may be increased upon the approval of a majority of the franchisees within the System, and you agree to pay any such increased Marketing Fee. Any company-owned or affiliate-owned REALTY EXECUTIVES real estate franchise will contribute to the Marketing Fund on the same basis as our franchisees who operate under the same fee structure utilized by such franchise. If we modify the amount or timing of the contributions that must be made to the Marketing Fund, any company-owned or affiliate-owned REALTY EXECUTIVES real estate franchise that is established or acquired after the modification may contribute to the Marketing Fund utilizing the modified amount or timing. Except as stated in this Section, we have no obligation to expend our own funds or resources for any Marketing Campaign.

**7.2 Marketing Materials Provided by Us.** We will provide you access to marketing materials via PrimeAgent. These materials may include print media layouts, audio and video files, and other promotional and marketing materials. You may be required to download these items from the Internet. We reserve the right to charge you our direct cost to produce these materials and deliver them to you.

**7.3 Marketing Materials Prepared by You.** You must use reasonable means to promote our System and Marks within your Territory. All advertising and marketing materials that you create, which includes any materials that we created and you then modify, must: (i) comply with our established graphics standards and marketing guidelines; (ii) identify your Business as an independently owned REALTY EXECUTIVES franchise; and (iii) be completely factual, conform to the highest standards of ethical advertising, and comply with all federal, state and local laws. We have the right to disapprove of your advertising and marketing materials at any time if we believe, in our sole discretion, that they do not comply with our standards and guidelines, or they adversely affect the reputation and goodwill associated with our Marks. You must retain copies of all of your advertising and marketing materials throughout the Term and provide copies of those materials to us upon request. You agree to comply with any extraterritorial advertising policy we establish.

**7.4 Internet and Websites.** We will maintain a website for REALTY EXECUTIVES franchisees that will include any information about your Business that we deem appropriate. We have the sole discretion to modify the content of and/or discontinue the website at any time. We will provide you with your own broker website that will include information specific to your Business. This website will be linked to the REALTY EXECUTIVES website and will remain our property at all times. The website hosting fee of \$199 per month is part of the Technology Fees described in Section 8.5. Other optional technology fees include team pages and electronic marketing campaigns, which are available to you at additional monthly costs. We may, in our sole discretion, waive the requirement that you utilize our designated broker website and pay the associated fee. Your website, ecommerce, internet presence, social media, and any other mobile or digital marketing and communications are not permitted if they conflict with our brand standards, social media policies and any protocols we have, unless you request, and receive from us, written approval prior to undertaking any such actions. We may condition our approval of your online presence on any terms and conditions we deem reasonably appropriate. You may promote your Business through social media in compliance with our then-current social media policy. At all times, we have the right to disapprove of your website or any activity conducted online or through other methods of digital, mobile or electronic methods of communication. If we advise you that we disapprove of your website or any other online or electronic activities, you must immediately cease the use of such website or activity, or otherwise modify the website or activity specifically in accordance with our instructions. You may not use any of the proprietary Marks on your website except as we expressly permit. You may not post any of our proprietary, confidential or copyrighted material or information on your website without our prior written permission. You may not publish any material in which a third-party has any direct or indirect ownership interest (including, without limitation, video clips, photographs, sound bites, text, trademarks or service marks, or any other materials in which any third party may claim intellectual property rights). You

agree to list on your website any other website maintained by us, and any other information we require in the manner we dictate. You agree to obtain our prior written approval for any domain name, URL, social media handle/profile name, and/or home page address.

**7.5 Certified Concierge Expert.** At least one person from your Business must complete the Certified Concierge Expert training within 120 days of the Effective Date of this Agreement. You agree to maintain a Certified Concierge Expert within your Business at all times throughout the Term of this Agreement.

## **8 OPERATING STANDARDS.**

**8.1 Generally.** You agree to operate your Business and provide authorized goods and services using the same quality and distinguishing characteristics provided by other REALTY EXECUTIVES franchises so as to maintain the uniformity and high standards of the System. You and your Salespersons must provide professional, courteous, and high quality services to the public and maintain high ethical standards, including acting in compliance with all local, regional, state and national regulatory agencies for licensed Realtors and/or Brokers.

**8.2 Operating Manual.** During the Term, we will provide you with access to our proprietary intranet site, PrimeAgent, which includes information regarding the operational aspects of a REALTY EXECUTIVES franchise. We may also provide you with operational information through other mediums, including videos, slide presentations and other training resources. This Agreement collectively refers to all of this information as the “**Manual**”. Among other things, the Manual may, but need not, include: (i) a description of authorized services and products that you may sell; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for franchisees; (iii) mandatory and suggested guidelines and standards for marketing materials, websites and signage; (iv) a list of goods and services that you must purchase; (v) approved, designated and recommended suppliers for goods or services you must purchase; and (vi) our supplier selection criteria, if any. Because the Manual is virtual and consists of a suite of resources, the content is continuously updated and enhanced with new resources. We can modify the Manual without notice to you. All information in the Manual is confidential and proprietary and constitutes our trade secrets. Information contained within the Manual may not be disclosed to third parties. You agree to take all reasonable and necessary precautions to prevent any third party from viewing or otherwise obtaining information contained in the Manual. You should operate your Business in strict compliance with this Agreement and the Manual.

**8.3 Authorized Goods and Services.** You may only offer and sell the real estate services that we approve. Currently, we allow you to offer the following real estate services under our Marks: leasing; listing; purchasing; referral; selling; trading; real estate auctions; and other services of a similar nature. You may also offer complementary, but not competing, real estate services in conjunction with your Business, such as mortgage services, title services, and escrow services, provided that: (i) these other services are not offered or advertised in association with our Marks; and (ii) the offer and sale of these other services complies with all applicable federal, state and local laws and regulations. Absent prior written approval, you may not offer or sell any other goods or services under our Marks other than those identified in this Agreement.

**8.4 Suppliers and Purchasing.** You must purchase all goods and services required by the Manual in connection with the establishment and ongoing operation of your Business. You may use any supplier that you choose for the purchase of goods and services used in your Business, except that: (i) all suppliers must satisfy the supplier selection criteria described in the Manual; (ii) any purchase that you make for advertising materials or operational documents bearing the Marks must comply with our



specifications outlined in the Manual as to color, size and content; (iii) we are currently the exclusive designated supplier of PrimeAgent; and (iv) we are currently the exclusive designated supplier of franchisee websites for franchisees operating under the All-Inclusive Model. We will identify our recommended suppliers in the Manual, but you are not required to use these suppliers for any purchases. Notwithstanding the foregoing, we reserve the right to require that you purchase certain items from suppliers that we may designate or approve in the future. We may designate ourselves or our affiliates as the exclusive supplier for certain goods and services. We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for us and REALTY EXECUTIVES franchisees. If we have any negotiated purchase agreements, we will arrange for you to be able to purchase such goods directly from the supplier at the discounted price.

**8.5 New Software or Technology; Technology Fees.** You must pay us a monthly fee of \$99 for access to our proprietary Intranet portal and an additional fee of \$199 per month for your broker website. Additional technology offerings include (a) agent website/on-demand subscriptions, for a fee of \$39 per month; (b) additional property codes, for a fee of \$5 for a set of 25 codes; (c) premium email campaigns/eNewsletters, for a fee of \$9.95 per month; (d) unlimited premium email campaign/eNewsletter, for a fee of \$19.95 per month; and (e) team marketing system, for a fee of \$59 per month plus \$5 per team member.

We have the right, in our sole discretion, to waive the requirement that you utilize our designated broker website. These fees (collectively, the “**Technology Fees**”) are currently due immediately upon invoicing. You currently must pay the Technology Fees by credit card. The Technology Fees are included in your Monthly Service Fee if you operate under the All-Inclusive Model. At any time, we may develop additional proprietary software and/or other technology that must be used by REALTY EXECUTIVES franchisees. If this occurs, you must enter into a separate license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees for your use of that software and/or technology. The terms of the license agreement will govern the terms pursuant to which you can utilize this software or technology. We also reserve the right to enter into master software or technology license agreements with any third-party licensors and then sublicense the software or technology to you. If we enter into this type of master agreement, we may charge you for all amounts that we must pay to the licensors based on your use of the software or technology plus a reasonable administrative fee for our services. We may change the technology, software, and other tools you must use (or may use, if designated as optional) at any time and any such change may result in a change to the Technology Fees you must pay. We reserve the right to periodically adjust the Technology Fees in any manner to reflect changes to the costs we incur for these items. However, we will not increase the Technology Fees more than two times during any twelve-month period.

**8.6 Compliance with Real Estate Laws and Regulations.** You must ensure that your Business operates in compliance with all laws applicable to the provision of real estate services in your Territory. You must also ensure that each of your Brokers and Salespersons comply with all such laws, including, without limitation, any licensure requirements. At all times, you are required to have at least one licensed Broker that is authorized to act on behalf of your Business and supervise the activities of your Salespersons. The Broker/Owner (or another licensed real estate broker that you have designated) must provide each Salesperson with the level of supervision required by applicable law and adequately perform all duties prescribed by applicable law, including, without limitation, regular personal oversight, management, orientation, instruction and supervision with respect to all general real estate brokerage business matters and other matters relating thereto. If you have multiple Offices, you must ensure that you designate a manager to oversee the operations of each Office if required by applicable law. You should join and/or remain a member in good standing of the local board of REALTORS in any municipality or area in the Territory, as well as obtain and maintain membership in the National Association of REALTORS.

**8.7 Referrals.** An important part of our System is the REALTY EXECUTIVES Referral System. You agree to refer requests for real estate services, when reasonable and appropriate, to a licensed REALTY EXECUTIVES office in another city or territory. You must ensure that all referrals by your Brokers and Salespersons comply with all of the requirements of the Real Estate Settlement Procedures Act (12 U.S.C. §§ 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter (“**RESPA**”). If another REALTY EXECUTIVES franchisee refers a customer to any of your Offices and you earn compensation for rendering real estate services to such a referred customer, you agree to pay the referring franchisee, within a commercially reasonable period of time, a referral fee. This referral fee has historically ranged from 20% to 30% of the amount you receive from the transaction as a “selling commission” or “listing commission”. You are solely responsible for ensuring that all such referrals and payments comply with all of the requirements of RESPA.

**9 QUOTA.** You must contract with the minimum number of Salespersons in connection with the operation of your Business as specified in Attachment “F”. This is your minimum Salesperson Quota. If you fail to maintain the minimum number of Salespersons required by this Section 9, we may, in our sole and absolute discretion, take any one or more of the following actions: (i) terminate this Agreement pursuant to Section 19.2; (ii) reduce the size of your Territory to correspond with the number of Salespersons or Offices, or both, that you have reported through PrimeAgent; or (iii) collect the Monthly Fees that would have been payable if you had met your Quota, provided that you must achieve your Quota within ninety days. If we do not terminate this Agreement or reduce your Territory, and you continue to fail to meet your Quota for a period of ninety days, we reserve the right to then immediately terminate the Agreement or reduce your Territory at that time. We may revise your Salesperson Quota if we grant you the right to open an Office outside of your Territory. Achieving your Salesperson Quota is an essential aspect of the franchise relationship, since the growth of your network of Salespersons is necessary to achieve a corresponding growth in brand recognition and brand value in your market. Your failure to meet this obligation may result in significant damage to our brand.

## **10 YOUR ADDITIONAL RESPONSIBILITIES.**

**10.1 Insurance.** At your sole cost and expense, you agree to procure and maintain in full force and effect at all times during the Term all policies of insurance that we require in the minimum amounts that we require, including, but not limited to, general public liability insurance against claims for personal injury, death or property damage occurring in connection with your Business, as well as errors and omission insurance. You agree to purchase such policies solely from insurance companies that are licensed and admitted in the state in which your Territory is located. If your Territory is located in multiple states, then your insurance policies must be appropriate for all states in which your Territory is located. All insurance policies required under this Section must: (i) be endorsed to name us, our members, officers, directors, and employees, as additional insureds; (ii) contain a waiver by the insurance carrier(s) of all subrogation rights against us; and (iii) provide that we receive ten days prior written notice of the termination, expiration, cancellation or modification of any such policy. The coverage by any insurance policy required by this Agreement shall include and respond to legal proceedings wherever brought. Should any of your insurance companies fail to give us notice as required by this Section, then the policy of that company may be disapproved by us, in which case you shall immediately find new coverage satisfactory to us with an alternative carrier. Upon ten days prior notice, we may increase the minimum protection requirement as of the renewal date of any policy, and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or any other relevant changes in circumstances. On the Initial Opening Date and on each anniversary of the Initial Opening Date, you must send us certificates of insurance evidencing your compliance with your obligations under this Section 10.1. Your obligation to obtain and maintain the insurance described in this Section is not limited in any way by reason of any

insurance that we maintain, nor will your performance of such obligations relieve you of any indemnification obligations under Section 17.

**10.2 Books and Records.** For a period of at least five years after their preparation, you must prepare and maintain complete and accurate books, records, accounts and tax returns pertaining to your Business. These records must be maintained in a secure location that is readily accessible by you. You must maintain a written list of all of your clients. Within seven days of our request, you must send us copies of your books and records and/or client list via email or mail.

**10.3 Reports.** You must prepare monthly reports of your operations in the form and manner that we prescribe. All reports must be made available to us no later than the 15th day of each month. At a minimum, your roster of Salespersons associated with your Business and the number of your Offices must at all times be accurate within PrimeAgent as of your monthly billing date. You also must utilize PrimeAgent to enter all transactions and all other data we specify. You must enter this information for the applicable reporting period no later than the 15th of each month. If you fail to enter the required information into PrimeAgent in a timely manner, we may, in our sole discretion, increase your fee for access to PrimeAgent from \$99 per month to \$249 per month. The fee increase for PrimeAgent due to your failure to provide necessary reports will be for a period of three months. If you enter the required information throughout the three-month period in a timely manner, the fee for PrimeAgent will revert to \$99 per month following the expiration of the three-month period. If you do not enter the required information in a timely manner for the entirety of that three-month period, your fee for PrimeAgent will remain at \$249 per month until such time that you have entered timely reports for not less than three months in a row. You must provide all other reports that we require from time to time in the form and manner that we prescribe. You authorize us to disclose the reports and operating data that we receive from you to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

**10.4 Financial Statements.** No later than April 1 of each year, you must prepare a balance sheet for your Business as of the end of the prior calendar year, and an annual statement of profit and loss and source and application of funds. All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; and (ii) prepared in any format that we reasonably require. We have the right to require that your financial statements be audited by a certified public accountant. Upon request, you must, within ten days of the request, send us a copy of any financial statement required by this Section. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

**10.5 Legal Compliance.** You must secure and maintain all required licenses, permits and regulatory approvals for the operation of your Business. You must operate and manage your Business in full compliance with all applicable laws, ordinances, rules and regulations. You must notify us in writing within two business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects your failure to fully comply with the law, rule or regulation.

**11 MANAGEMENT OF BUSINESS.** You recognize that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement in and hands-on supervision and management of your Business by the Broker/Owner (as defined in Attachment "A"). The Broker/Owner must be actively involved in the day-to-day management and operation of your Business. Notwithstanding the foregoing, you may delegate the responsibilities for the day-to-day management and operation of your

Business to a third-party manager, provided that the original Broker/Owner agrees to assume responsibility for the supervision and operation of the Business if the manager is unable to perform his or her duties for any other reason, until such time that you obtain a suitable replacement manager. Nothing in this Section 11 is intended to relieve you of your obligations under Section 8.6 with respect to the supervision of your Business by a licensed Broker. Any employees that you hire will be employees of yours and are not our employees. We do not control or direct the activities of any of your employees.

**12 FRANCHISEE AS ENTITY.** If you are an Entity, you must provide us with a list of all of your Owners. If your ownership changes, you must advise us of the new or revised ownership of the Entity within ten days of any change. You must provide us with a resolution of the Entity authorizing the execution of this Agreement or a statement that the Entity's organizational documents do not require such a resolution, a copy of the Entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). By entering into this Agreement, you represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation.

**13 GUARANTY.** If you are an Entity which is a limited liability company, all members of the limited liability company must jointly and severally guarantee the Entity's performance of this Agreement and shall bind themselves to the terms of this Agreement by signing a Personal Guaranty, the current form of which is attached as Attachment "C". If you are an Entity which is a corporation, the President, CEO, or other authorized person(s) of the Entity must guarantee the Entity's performance of this Agreement and shall bind themselves to the terms of this Agreement by signing a Personal Guaranty, the current form of which is attached as Attachment "C". Depending on the community property laws of the state in which the Owner resides, we may require that the spouse of each Owner sign a Personal Guaranty .

#### **14 FEES.**

**14.1 Initial Franchise Fee.** You must pay us a non-recurring initial franchise fee as specified in Attachment "E" of this Agreement. The initial franchise fee is fully earned by us and non-refundable once this Agreement has been signed.

**14.2 Monthly Service Fee.** You must pay us on a monthly basis, on or before the 15th day of the month, a service fee (the "Monthly Service Fee"), which is calculated in accordance with the fee schedule set forth in Attachment "E". As an example and for the avoidance of doubt, the Monthly Service Fee attributable to your operations during the month of January would be payable on the 15th day of February.

**14.3 Office Fee.** If you operate under Territory/Office Fee Structure 2, you must pay us on a monthly basis, on or before the 15th of each month, an office fee (the "Office Fee") as specified in Attachment "E" with respect to each Office that you open.

**14.4 Territory Fee** If you operate under Territory/Office Fee Structure 1, you agree to pay us on a monthly basis, on or before the 15th of each month, a territory fee (the "Territory Fee") that is calculated as \$100 for every 40,000 people in your Territory. The amount of your Territory Fee is specified in Attachment "E". If you operate under Territory/Office Fee Structure 2, you will not pay us a Territory Fee.

**14.5 Declined Payment Fee.** For each check that is dishonored by your bank or ACH payment or credit card payment that is declined due to insufficient funds in your account or for any other reason, you will pay us a \$65.00 declined payment fee. If this declined payment occurs for any reason, we may require that all future payments from you be made in the form of a cashier's check or any other form of certified funds or other payment form that we specify.

**14.6 Other Fees and Payments.** You must pay us all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner. You must promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement). To avoid confusion, “timely” and “promptly,” as used in this Section 14.6, mean within ten days of being advised of the amounts due and owing by you.

**14.7 Late Fee.** If any sums due under this Agreement have not been received by us on or prior to the specified due date, then, in addition to those sums past due, you must pay us interest on the amount past due at the rate equal to the lesser of 24% per annum (prorated on a daily basis) or the highest rate permitted by your State’s law. In the event no due date has been specified by us in this Agreement or on the invoice or other document communicating to you the amounts due, interest begins to run ten days after we sent you notice of the amounts due. If we cannot reasonably determine the amount that you owe us due to your failure to furnish us with a report required by Section 10.3, we may assess a late fee on the entire amount that we can reasonably calculate or otherwise assume would be due. This Section 14.7 does not constitute our agreement to accept any late payment after the due date, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

**14.8 Fee Increase.** All amounts due to us under Section 4.3 (Extension Fee), Section 7.1(b) (Marketing Fee), Section 14.2 (Monthly Service Fee), Section 14.3 (Office Fee) and Section 14.4 (Territory Fee) shall be referred to as “**Monthly Fees**”. We have the right to increase the Monthly Fees on July 1 of each year, beginning in the current year, in the following manner (a “**Fee Adjustment**”): the Monthly Fees payable each year of this Agreement shall be increased by a fraction, the numerator of which shall be the CPI for the prior calendar year (the “**Prior Year**”) and the denominator of which will be the CPI for the year immediately preceding the Prior Year. For purposes of the CPI calculation, “CPI” means the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Consumers, U.S. Cities (1982-84 = 100), “All Items.” If we, in our sole discretion, choose to not apply the Fee Adjustment in a given year, that Fee Adjustment will accumulate and a multi-year Fee Adjustment may be carried over and applied during any subsequent year.

**14.9 Method and Application of Payment.** At this time, we permit you to pay us by check, credit card, wire, or ACH. At our option, you shall establish and maintain at your sole expense a separate bank account (the “**Account**”) that is maintained by a commercial banking institution approved by us in our commercially reasonable judgment. You are required to execute an ACH Authorization Form, a copy of which is attached as Attachment “G”, and/or any other agreement that we or a financial institution may require in order to enable us to electronically debit the Account (the “**ACH Agreement**”). Except for the Franchise Fee and the Transfer Fee, all fees and costs payable by you under this Agreement may be electronically debited from the Account by us pursuant to the ACH Agreement. Currently, the Technology Fees are collected via credit card, but we may collect such Technology Fees by electronic debit in the future. We shall debit the Account for all authorized payments on or after the date that such payments become due and payable in accordance with the terms of this Agreement. You are responsible for depositing sufficient funds into the Account in a timely manner to cover all amounts that are owed to us pursuant to this Agreement. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

## 15 INSPECTION AND AUDIT

**15.1 Inspections.** To facilitate your compliance with this Agreement, we or our representatives have the right to enter your Offices, evaluate your operations and evaluate your books, records, accounts and tax returns. Our evaluation may include contacting your clients to discuss their satisfaction with the service you provide. We may also contact any of your Salespersons and/or Brokers to discuss their

satisfaction with the operation of your Offices. We may conduct our inspection at any time and without prior notice. During the course of any inspection, we and our representatives will use reasonable efforts to minimize interference with the operation of your Business. You and your employees must cooperate and not interfere with our inspection. You consent to us accessing all technology used by you in the operation of your Business, including but not limited to any accounting or other type of management software, and accessing any information that we deem appropriate in conducting the inspection. We have the right to make copies of any documents or electronic information that we view during any inspection, and have the right to take all such copies with us at the completion of the inspection.

**15.2 Audit.** At any time of our choosing, we have the right to conduct an independent audit of your books and financial records. You must fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement or underpayment of any amount that you owe us, you must immediately pay to us additional fees that you owe us as revealed by the audit, together with any late fees pursuant to Section 14.7. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by at least three percent over the period of the audit. If you are required to pay the cost of the audit due to either of the foregoing, you must pay us \$2,500 plus our actual cost of the audit or inspection, which includes reasonable accounting and attorneys' fees and travel and lodging expenses that we or our representatives incur. The \$2,500 fee and audit cost reimbursements is due ten days after invoicing. We have not waived our right to terminate this Agreement by accepting the \$2,500 fee and reimbursements of our audit costs.

## **16 INTELLECTUAL PROPERTY.**

**16.1 Ownership and Use of Intellectual Property.** You acknowledge that: (i) we are the sole and exclusive owner of the Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Offices pursuant to, and only in compliance with, this Agreement, the Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights and a material violation of this Agreement. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property. You do not have any right to license to any third-party, in any manner, the Intellectual Property or the Marks.

**16.2 Changes to Intellectual Property.** We have the right to modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, the Copyrights or the Know-how. If we modify or discontinue use of any of the Intellectual Property, you must comply with any instructions regarding your ongoing usage of the Intellectual Property within 30 days of us sending those instructions. You waive all claims arising from or relating to any change, modification, substitution or discontinuation of the Intellectual Property. We are not liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with the proprietary mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

**16.3 Use of Marks.** You agree to use the Marks as the sole identification of your Offices. You must identify yourself as the independent owner of your Offices in the manner that we prescribe. You may use the mark REALTY EXECUTIVES as part of your tradename or "doing business as" (DBA) name, but only if: (i) your tradename satisfies all requirements and criteria specified in the Manual; (ii) your tradename complies with all applicable rules and regulations imposed under the real estate laws of your state and

municipality; and (iii) prior to use, you submit the proposed tradename to us and we approve your tradename through the issuance of a Tradename Approval Notice in the form attached to this Agreement as Attachment “D”. You may not use any tradename that we have not approved in writing. You must surrender, cancel or abandon any tradename or DBA that uses the REALTY EXECUTIVES mark upon the termination, expiration or transfer of this Agreement. Without our prior written approval, you may not use any of the Marks: (i) as part of any corporate or tradename or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement); or (ii) in any modified form. You agree to prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give such notices of trade and service mark registrations and copyrights as we specify and to obtain such fictitious or assumed name registrations as may be required under applicable law. You may not employ any of the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or in any manner that is likely to confuse any third-party or result in liability to us for any indebtedness or obligation of yours.

**16.4 Use of Know-how.** We will disclose the Know-how to you through the Initial Training Program, the Manual, and in other guidance furnished to you during the Term. You do not acquire any interest in the Know-how other than the right to utilize it in strict accordance with the terms of this Agreement for the development and operation of your Business. The Know-how is proprietary to us, and is disclosed to you solely for use in the development and operation of your Business during the Term. The Know-how is disclosed to you solely on the condition that you agree that you: (i) will not use the Know-how in any other business or for any other purpose whatsoever; (ii) will maintain the confidentiality of the Know-how during and after the Term; (iii) will not make unauthorized copies or transmissions of any portion of the Know-how; and (iv) will adopt and implement all reasonable procedures that we prescribe from time to time to prevent unauthorized use or disclosure of any of the Know-how (including, without limitation, restrictions on disclosure of the Know-how to your employees and the use of nondisclosure clauses in their employment agreements). You acknowledge and agree that if any Know-how is misappropriated (for example, copied, transferred, published or used without our prior authorization), we will suffer substantial damages, the measure of which may be difficult to ascertain. Given the foregoing, you agree that if you or any of your Owners or your agents or employees misappropriate our Know-how, you shall pay us the sum of \$100,000 for each use of each item of Know-how misappropriated. You acknowledge and agree that the sum described in the preceding sentence is a reasonable measure of compensatory damages and does not constitute a penalty. In addition to the monetary remedy described in this Section 16.4, for any misappropriation of the Know-how, we may seek and obtain any other remedy available under this Agreement, at law, or in equity, including, without limiting the generality of the foregoing, punitive damages and injunctive relief.

**16.5 Improvements.** If you conceive of or develop any improvements or additions to the services or products offered by, or the method of operation of, a REALTY EXECUTIVES business, or any advertising or promotional ideas related to such business (collectively, “Improvement”), you agree to promptly and fully disclose the Improvements to us. You may not disclose the Improvement to any other third-party. You must obtain our approval prior to using any Improvement. Any Improvement approved by us may be used by us and any third parties that we authorize to operate a REALTY EXECUTIVES franchise, without any obligation to you for royalties or other fees. You must assign to us or our designees, without charge, any rights to any Improvement, including the right to grant sublicenses. In return, we will authorize you to utilize any Improvement that may be developed by us or any other REALTY EXECUTIVES franchisee that we authorize for general use in connection with the operation of a REALTY EXECUTIVES office. After the expiration of the Term, you must assign to us or our designee (at no charge to us) all rights to the Improvement and you will have no further rights to the Improvement, absent a separate written agreement with us to the contrary.

**16.6 Notification of Infringements and Claims.** You must immediately notify us of any: (i) apparent infringement of any of our Intellectual Property; (ii) challenge to your use of any of our Intellectual Property; or (iii) claim by any person of any rights in any of our Intellectual Property. You may not communicate with anyone other than us and our counsel in connection with any such infringement, challenge or claim. We have sole discretion to take any action in response to any Intellectual Property issues as we deem appropriate; provided, however, that we will protect your right to use the Marks. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to any of our Intellectual Property. You must execute any and all instruments and documents, render assistance, and do any acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

**16.7 Compliance of Salespersons.** You must ensure that your Salespersons comply with all of the provisions in this Section 16.

**17 INDEMNITY.** You are required to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any of the following Claims: (i) any Claim asserted against you and/or any of the Indemnified Parties arising from the marketing, use or operation of your Business or your alleged performance and/or non-performance and/or breach of any of your obligations under this Agreement; (ii) any other Claim arising from alleged violations of your relationship with and responsibility to us; or (iii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs, administrative and related expenses, and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such amounts due.

## **18 TRANSFERS.**

**18.1 By Us.** This Agreement and the franchise is fully assignable by us and without prior notice to you. Any transfer by us shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons or entities without assigning the Agreement.

**18.2 By You.** The rights and duties created by this Agreement are personal to you and the Owners, and we have granted the franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner may engage in any Transfer, other than a Permitted Transfer, without our prior written approval. Any Transfer without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

(i) the proposed transferee is, in our opinion, an individual or entity of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate a



REALTY EXECUTIVES office and otherwise meets all of our then-applicable standards for franchisees;

(ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;

(iii) the Broker/ Owner has successfully completed the initial training program to our satisfaction and satisfied all of our other requirements for Broker/Owners;

(iv) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law in order to own and operate the Business;

(v) the transferee and its owners sign our then-current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;

(vi) you or the transferee pay us a \$5,000 transfer fee to defray expenses that we incur in connection with the Transfer;

(vii) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(viii) at our option, you enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us pursuant to the Franchise Agreement;

(ix) we do not elect to exercise our right of first refusal described in Section 18.5; and

(x) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

**18.3 Permitted Transfers.** You may engage in a Permitted Transfer without our prior approval, but you must give us at least ten days prior written notice before engaging in the transfer. You, the Owners, and the transferee each agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer.

**18.4 Death or Disability of Broker/Owner.** Upon the death or permanent disability of the Broker/Owner, their ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third-party within 180 days after the date of the death or permanent disability. The assigned Owner or third-party must be approved by us prior to the assignment. Any assignment to a third-party is subject to all of the terms and conditions of Section 18.2 unless the assignment qualifies as a Permitted Transfer. You must arrange for immediate supervision of the Business by a qualified replacement approved by us until such assignment is completed. For purposes of this section, a person is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially fulfilling their obligations under this Agreement or otherwise operating the Business in the manner required by this Agreement and the Manual for a continuous period of at least three months.

**18.5 Our Right of First Refusal.** We have the right to purchase your Business or any Equity

Interests in you or any of your assets that are material to the operation of your Business, if your Business or Equity Interests or assets, as applicable, prior to them being offered for sale to any third party. Prior to selling your Business or Equity Interest or assets, as applicable, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully-disclosed purchaser and submit an exact copy of the offer to us. We have sixty days after receipt of the offer from you to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms, other than payment terms, contained in the offer. If we notify you that we intend to purchase the interest, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional ninety days to prepare for closing if we choose to purchase your Business or Equity Interest or assets. We are entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the Business, Equity Interest or assets, as applicable, or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on terms no more favorable than those offered to us, subject to the requirements of Section 18.2. If the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal shall survive any aborted or abandoned offer you receive and apply with respect to any subsequent offer. Our right of first refusal in this Section shall not apply to any Permitted Transfer. At any time following your notice to us of a proposed transfer with respect to which our right of first refusal applies, we shall have the unrestricted right to contact your agents to discuss a potential position with us or other franchisees in the event that we exercise our right of first refusal. Prior to us notifying you that we will exercise our right of first refusal, we shall not solicit or induce any agent to leave their position. Following our notification to you that we will exercise our right of first refusal, we shall have the unrestricted right to solicit agents for any and all business purposes, including potential positions with us or other franchisees.

## **19 TERMINATION.**

**19.1 By You.** If we materially breach this Agreement and fail to cure such material breach within ninety days after you send us a written notice specifying the nature of the breach, you may terminate this Agreement. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 20 and all other obligations that survive the expiration or termination of this Agreement.

**19.2 Termination By Us Without Cure Period.** We may, in our sole discretion, terminate this Agreement upon ten days' written notice, without opportunity to cure, for any of the following reasons, all of which constitute material events of default under this Agreement:

(i) if you fail to commence operations within 180 days after the Effective Date;

(ii) if any required real estate license held by you or any of your Owners is suspended or revoked by the regulatory authority in your state, even if you or such individual still maintain appeal rights;

(iii) if, for any period of time, you fail to have a licensed Broker for your brokerage, or as otherwise required by the laws and/or rules of your State;

(iv) if you become insolvent by reason of your inability to pay your debts as they become due or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law, or are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);

(v) if your Business, or a substantial portion of the assets associated with your Business, are seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in your Business, and it is not discharged within five days of such levy;

(vi) if the Broker/Owner abandons, surrenders, transfers control of or fails to actively manage or operate your Business for a period of five consecutive business days (subject to the force majeure provision), unless (a) your Business is being managed by a manager approved by us; or (b) your Business is not operational for a purpose approved by us;

(vii) if you fail or refuse to pay any amount owed to us or an affiliate of ours within ten days after receipt of a demand for payment;

(viii) if we finance anything relating to your Business and you default under the promissory note for that financing and fail to cure such default in the time and manner provided by the promissory note, if any such cure period is provided;

(ix) if you underreport any amount owed to us by at least 3%, after having already committed such a breach that had been cured in accordance with Section 19.3;

(x) if you make any material misrepresentation to us, whether occurring before or after being granted the franchise;

(xi) if you or an Owner engage in any conduct which we, in our sole discretion, deem to be detrimental or otherwise harmful to the Marks, the REI brand, and/or the System;

(xii) if, in any twelve-month period, you or an Owner are the subject of more than two complaints received by REI as to the operation of the Business or any other conduct by you or an Owner relating to the Business;

(xiii) if you or an Owner: (a) are convicted of or plead no contest to a felony, a crime involving moral turpitude or any other crime or offense; (b) are subject to any material administrative disciplinary action; or (c) fail to comply with any material federal, state, or local law or regulation applicable to your Business;

(xiv) if you or an Owner makes an unauthorized Transfer;

(xv) if you or an Owner makes an unauthorized use of the Intellectual Property;

(xvi) if you or an Owner commits any act that can reasonably be expected to adversely affect the reputation of the System or the goodwill associated with the Marks;

(xvii) if you or an Owner breaches the covenants described in Section 16;

(xviii) if you fail to meet the minimum Salesperson quota requirements described in Section 9;

(xix) if you default under this Agreement two or more times during any 12-month period, regardless of whether such defaults were cured in accordance with the terms of this Agreement; or

(xx) if, due to your default, either (a) we terminate any other agreement between you and us; (b) any affiliate of ours terminates any agreement between you and such affiliate; or (c) any Territory Releasor terminates a territory release agreement between you and such Territory Releasor.

**19.3 Additional Conditions of Termination.** In addition to our termination rights in Section 19.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement, any mandatory provision in the Manual, or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 19.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

**19.4 Mutual Agreement to Terminate.** If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

**20 POST-TERM OBLIGATIONS.** After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

- (i) Immediately cease to use the Intellectual Property;
- (ii) Pay us all amounts that you owe us within 15 days of the effective date of the termination, expiration or Transfer of this Agreement;
- (iii) Immediately return all copies of the Manual, or any portions thereof, as well as all signs, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks or other identification relating to a REALTY EXECUTIVES business, unless we allow you to transfer such items to an approved transferee;
- (iv) Immediately take all actions as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks and, upon our request, cancel or assign to us any URLs, domain names, and social media accounts relating to your Business;
- (v) Immediately make all modifications and alterations to your Offices that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third-party at the premises; provided, however, that this subsection shall not apply if your franchise is transferred to an approved transferee;
- (vi) Notify all telephone companies, listing agencies and domain name registration companies (collectively, the "Agencies") of the termination or expiration of your right to use: (a) the domain names, if applicable, related to the operation of your Business; and (b) any regular, classified or other telephone directory listings associated with the Marks. You hereby authorize the Agencies to transfer all domain names and listings to us or at our direction. We have the sole right to all such domain names and listings used in connection with your Business. You authorize us and appoint us and any officer we designate as your attorney-in-fact, to direct the Agencies to transfer the domain names) and listings to us or at our direction should you fail or refuse to do so. All such Agencies may accept this Agreement as conclusive evidence of our exclusive rights in such domain names and directory listings and its authority to direct their transfer. To assist in effectuating such transfer(s), you must execute the Authorization to Transfer Agreement attached hereto as Attachment "G"; and
- (vii) Provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

**21 DISPUTE RESOLUTION.**

**21.1 Negotiation and Mediation.** Except as otherwise provided below with respect to Excluded Claims, the parties shall attempt in good faith to resolve any Dispute through informal discussions and

negotiations. If these efforts are unsuccessful, the parties agree to submit the Dispute to mediation before a mutually-agreeable mediator prior to litigation. All negotiations and mediation proceedings (including without limitation, discovery conducted therein, as well as all statements and settlement offers made by either party or the mediator in connection with the mediation) shall be strictly confidential, shall be considered as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence, and shall not be admissible or otherwise used in connection with any court or arbitration proceeding for any purpose. The mediator may not be called as a witness in any court or arbitration proceeding for any purpose. Any Dispute involving an Excluded Claim will not be subject to mediation unless otherwise agreed to by both parties.

**21.2 Litigation.** If (a) a Dispute is not successfully resolved by mediation within 60 days after either party makes a demand for mediation or (b) the Dispute involves an Excluded Claim, then either party may file a lawsuit in any state or federal court of general jurisdiction in accordance with the choice of venue provision set forth below. The parties hereby express their clear and unequivocal intent that a court, rather than a mediator, shall have exclusive jurisdiction to decide the threshold issue of whether a Dispute involves an alleged Excluded Claim (i.e., whether there are any claims alleging a breach of §16 of this Agreement).

**21.3 Venue.** All mediation and litigation shall take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Maricopa County, Arizona). The parties irrevocably waive any objection to such venue and, with respect to litigation proceedings, submit to the jurisdiction of such courts.

**21.4 Attorney's Fees and Costs.** If we or you must enforce this Agreement in a judicial proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees. In addition, if you or one of your owners breaches any term of a Definitive Agreement, you must reimburse us for all reasonable legal fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to commencement of formal dispute resolution proceedings.

**21.5 Waivers.** UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED OR A VIOLATION OF §16) MUST BE BROUGHT BY FILING A WRITTEN DEMAND FOR MEDIATION WITHIN ONE (1) YEAR FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. WE AND YOU IRREVOCABLY WAIVE: (a) TRIAL BY JURY; AND (b) THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

**21.6 Defined Terms.** For purposes of Section 21, the following defined terms have the meanings given to them below:

“*Claim*” or “*Claims*” means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries.

“*Definitive Agreements*” means, collectively, this Agreement, any other Franchise Agreement between you (or your affiliate) and us (or our affiliate) for a REALTY EXECUTIVES brokerage or any other franchised concept, and all ancillary agreements executed in connection with any of the foregoing, including, without limitation, each related Personal Guaranty.

“*Dispute*” means any Claim, dispute or disagreement between the parties, including any matter pertaining to: (a) the interpretation or enforcement of this Agreement; (b) the offer or sale of the franchise; or (c) the relationship between the parties.

“Excluded Claim” means any Claim or Claims alleging a breach of §16 of this Agreement.

**22. YOUR REPRESENTATIONS.** YOU HEREBY REPRESENT THAT: (i) YOU RECEIVED (1) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (2) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (A) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (B) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; AND (ii) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

**23. GENERAL PROVISIONS.**

**23.1 Governing Law.** Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, *et seq.*), this Agreement and the franchise relationship shall be governed by the laws of the State of Arizona, without reference to its principles of conflicts of law. Any law of the State of Arizona that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

**23.2 Relationship of the Parties.** Nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself in all dealings with third-parties as a franchisee of ours and the independent owner of your Business. You agree to place notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. Neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

**23.3 Severability and Substitution.** Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.

**23.4 Waivers.** We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver,

forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other REALTY EXECUTIVES franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

**23.5 Approvals.** Whenever this Agreement requires our approval, you must make a timely written request to us for that approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

**23.6 Force Majeure.** Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

**23.7 Binding Effect.** This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 10.1 and the Indemnified Parties are intended third-party beneficiaries under this Agreement with respect to Section 10.1 and Section 17, respectively.

**23.8 Integration.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 8.2 AND SECTION 23.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any email correspondence or other form of informal electronic communication, including but not limited to text messages, shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachments are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

**23.9 Covenant of Good Faith.** If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect your interests either favorably or adversely; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing of those interests against the interests of our franchisees

generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any litigation or other proceeding shall substitute its judgment for our judgment so exercised.

**23.10 Rights of Parties are Cumulative.** The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

**23.11 Survival.** All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 14, Section 15, Section 17, Section 20, Section 21 and Section 23.

**23.12 Construction.** The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term “you” as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine and the possessive.

**23.13 Time of Essence.** Time is of the essence in this Agreement and every term thereof.

**23.14 Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

**23.15 Notice.** All notices given under this Agreement must be in writing, delivered by hand, email, delivery/courier service or first class mail to the following addresses:

YOU: As set forth below your signature on this Agreement

US: REALTY EXECUTIVES INTL. SVCS. LLC  
Legal Department  
4343 E. Outlier Blvd., Suite 123  
Phoenix, Arizona 85008

WITH A COPY TO: Daniel Warshawsky  
Warshawsky Seltzer, PLLC  
9943 East Bell Road  
Scottsdale, Arizona 85260

We can change the address for delivery of Notice under this Section by giving you written notice ten days prior to the effective change. Notice under this Section has been given at the time delivered by hand or by email, or three business days after placed in the mail or presented to the delivery service for delivery.



The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

**FRANCHISOR:**

REALTY EXECUTIVES INTL. SVCS. LLC, an  
Arizona limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**YOU (If you are an entity):**

\_\_\_\_\_,  
a(n) \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**YOU (If you are not an entity):**

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_

Franchisee Principal Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A

### TO REALTY EXECUTIVES FRANCHISE AGREEMENT

#### DEFINITIONS

“*Agencies*” is defined in Section 20(vi).

“*Agreement*” is defined in the Introductory Paragraph.

“*All-Inclusive Model*” is defined in Attachment “E”.

“*Authorized Services*” is defined in Section 2.

“*Broker Owner*” means the Owner who is primarily responsible for the day-to-day management and operation of your Business. The Broker Owner is determined as follows: (i) if the franchisee consists of a single Owner, that Owner will be the Broker Owner; (ii) if the franchisee consists of more than one Owner, you must designate one of those Owners to be the Broker Owner; (iii) if the franchisee is a legal entity, you must designate one Owner to be the Broker Owner; and (iv) if the franchisee is a partnership, the Owner that is the general partner of the franchisee (or the Owner who directly or indirectly owns the greatest percentage of the voting and ownership interests in the general partner if the general partner is an Entity) will be the Broker Owner.

“*Business*” is defined in Section 2.

“*Claim*” or “*Claims*” means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries.

“*Competitive Business*” means any business that either (i) provides any one or more of the following real estate services pertaining to real property: leasing; listing; purchasing; referral; selling; trading; and other services of a similar nature that require a real estate license; or (ii) offers, sells or supports franchised or licensed businesses that provide any one or more of the following real estate services pertaining to real property: leasing; listing; purchasing; referral; selling; trading; and other services of a similar nature that require a real estate license.

“*Continuation of Term*” is defined in Section 4.1.

“*Copyrights*” means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow REALTY EXECUTIVES franchisees to use or display in connection with the marketing and/or operation of a REALTY EXECUTIVES real estate office, whether now in existence or created in the future.

“*Dispute*” is defined in Section 21.

“*Effective Date*” is defined in the Introductory Paragraph.

“*Entity*” means a corporation, partnership, limited liability company or other form of association.

“*Equity Interest*” means, with respect to any Entity: (a) all of the shares of capital stock of such Entity; (b) all warrants, options or other rights for the purchase or acquisition from such Entity of shares of capital stock of such Entity; (c) all securities convertible into or exchangeable for shares of capital stock of such Entity or warrants, rights or options for the purchase or acquisition of such securities; and (d) all other ownership or profit interests in such Entity (including partnership, member or trust interests), whether voting or non-voting.

“*Fee Adjustment*” is defined in Section 14.8.

“*Flat Fee Model*” is defined in Attachment “E”.

“*Flex Model*” is defined in Attachment “E”.

“*General Release*” means our current form of general release of all claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities.

“*Improvements*” is defined in Section 16.5.

“*Indemnified Party*” or “*Indemnified Parties*” means us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parent companies, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how and System.

“*Interim Term*” is defined in Section 4.3.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of a REALTY EXECUTIVES real estate office, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Losses and Expenses*” means all compensatory, exemplary, and punitive damages; fines and penalties; attorneys’ fees; experts’ fees; court costs; costs associated with investigating and defending against Claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs, damages, liabilities and expenses associated with any of the foregoing losses and expenses or incurred by an Indemnified Party as a result of a Claim.

“*Manual*” is defined in Section 8.2.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a REALTY EXECUTIVES real estate office, including the name “REALTY EXECUTIVES” and any other trademarks, service marks or trade names that we designate for use by a REALTY EXECUTIVES real estate office. The term “Marks” also includes any distinctive trade dress used to identify a REALTY EXECUTIVES real estate office, whether now in existence or hereafter created.

“*Marketing Campaign*” is defined in Section 7.1(a).

“*Marketing Fund*” is defined in Section 7.1(a).

“*Monthly Fees*” is defined in Section 14.8.

“*Monthly Service Fee*” is defined in Section 14.2.

“*Office*” is defined in Section 2.

“*Office Fee*” is defined in Attachment “E”.

“*Owner*” or “*Owners*” means any individual who owns a direct or indirect ownership interest in the franchise or the Entity that is the franchisee under this Agreement. “Owner” includes both passive and active owners.

“*Permitted Transfer*” means: (i) a Transfer from one Owner to another Owner who was an approved Owner prior to such Transfer, other than a Transfer by an Owner who is the Broker Owner; (ii) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power; and/or (iii) a Transfer from an Owner (other than the Broker Owner) to a spouse, parent, sibling, child or grandchild of such Owner.

“*Renewal Term*” is defined in Section 4.1(b).

“*RESPA*” is defined in Section 8.7.

“*Salesperson*” is defined as any person who (i) holds a license or similar authority issued by a state, commonwealth or province authorizing such person to buy or sell or assist others with the buying or selling

of real estate; and (ii) is associated with the franchise in any capacity, including, but not limited to, any licensed owner, broker, agent or assistant.

*“Successor Agreement”* is defined in Section 4.1.

*“System”* means our system for operating a real estate office under the name “REALTY EXECUTIVES”, and which includes the “original 100% Commission Concept” as well as our distinctive logos, promotional materials, operating systems and proprietary transaction reporting portal.

*“Team”* means a group of two or more Salespersons and any unlicensed administrative support individuals, collectively operating as a real estate sales team as part of a franchise.

*“Team Lead”* means a Salesperson serving as the leader or primary Salesperson for a Team or group of Salespersons and other unlicensed individuals, operating as part of a franchise.

*“Team Member”* means a Salesperson who is operating as part of a Team within a franchise.

*“Term”* is defined in Section 4.1.

*“Territory”* is defined in Section 2.

*“Territory Fee”* is defined in Attachment “E”.

*“Territory/Office Fee Structure 1”* is defined in Attachment “E”.

*“Territory/Office Fee Structure 2”* is defined in Attachment “E”.

*“Training Fee”* is defined in Section 5.1.

*“Transfer”* means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the franchise (or any interest therein), the Business (or any portion thereof) or an ownership interest in an Entity that is the franchisee, including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession).

*“We” or “us”* is defined in the Introductory Paragraph.

*“You”* is defined in the Introductory Paragraph.

**ATTACHMENT B**  
**TO REALTY EXECUTIVES FRANCHISE AGREEMENT**

**TERRITORY**

The Territory referenced in Section 2 of the Franchise Agreement shall consist of the following geographic area:

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**ATTACHMENT C**  
**TO REALTY EXECUTIVES FRANCHISE AGREEMENT**  
**PERSONAL GUARANTY**

*[See Attached]*

## PERSONAL GUARANTY OF FRANCHISE AGREEMENT

In consideration of and as an inducement to REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“Franchisor”), entering into that certain Franchise Agreement (the “Franchise Agreement”), dated as of \_\_\_\_\_, 202\_\_, between Franchisor and \_\_\_\_\_, a(n) \_\_\_\_\_ (“Franchisee”), the undersigned individuals (each, a “Guarantor”) jointly and severally, personally and unconditionally, do hereby: (a) guarantee to Franchisor, and its successors and assigns, for the term of the Agreement and as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant in (i) the Franchise Agreement; and (ii) any ancillary agreement executed by Franchisee and Franchisor (or executed by Franchisee in favor of Franchisor) in connection with the Franchise Agreement, including but not limited to any agreement for the purchase of goods or services from Franchisor and any promissory note related to payments made to Franchisor (collectively, the “Agreements”); and (b) agree to be personally bound by, and personally liable for, each and every provision in the Agreements, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, without limitation, the requirements pertaining to non-competition, confidentiality, transfers, and dispute resolution.

Each Guarantor waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; and (4) any right the Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of liability. Each Guarantor consents and agrees that: (1) such Guarantor’s direct and immediate liability under this guaranty shall be joint and several; (2) such Guarantor shall render any payment or performance required under the Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of each of the Agreements and following the termination, expiration or transfer of each of the Agreements to the extent any obligations under any such Agreements survive such termination, expiration or transfer.

Depending on the creditworthiness of each Guarantor and the community property laws of the states in which they reside, Franchisor may require that the spouses of one or more Guarantors execute this guaranty as well. Each Guarantor represents and warrants that if no signature appears below for such Guarantor’s spouse, such Guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate.

Each Guarantor consents and agrees that:

(a) Guarantor’s liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other Owners and Guarantors of Franchisee;

(b) Guarantor shall render any payment or performance required under any of the Agreements upon demand if Franchisee fails or refuses punctually to do so;

(c) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Agreements by a trustee of Franchisee. Neither the Guarantor’s obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification,

change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(d) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed only against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee;

(e) This Guaranty shall be governed by and construed in accordance with the laws of the State of Arizona; and

(f) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, each of the undersigned has executed this Personal Guaranty as of the date or dates set forth below.

**GUARANTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By signing below, I hereby affirm that I witnessed the person named above execute this Personal Guaranty on the date set forth below his or her name.

**WITNESS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By signing below, I hereby affirm that I witnessed the person named above execute this Personal Guaranty on the date set forth below his or her name.

**WITNESS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By signing below, I hereby affirm that I witnessed the person named above execute this Personal Guaranty on the date set forth below his or her name.

**WITNESS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**GUARANTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By signing below, I hereby affirm that I witnessed the person named above execute this Personal Guaranty on the date set forth below his or her name.

**WITNESS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D**  
**TO REALTY EXECUTIVES FRANCHISE AGREEMENT**  
**Notice of Tradename Approval**

[See Attached]

**TRADENAME APPROVAL NOTICE**

REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“we” or “us”) is issuing this Tradename Approval Notice (this “Notice”) to \_\_\_\_\_ (“you”), effective \_\_\_\_\_, 202\_\_, in connection with the REALTY EXECUTIVES Franchise Agreement (the “Franchise Agreement”) that we executed with you on \_\_\_\_\_, 202\_\_. The purpose of this Notice is to confirm our approval of the tradename you have proposed.

**Approved Tradename:**

Pursuant to Section 16.3 of the Franchise Agreement, we approve the following tradename for your use in connection with the REALTY EXECUTIVES business you operate pursuant to the Franchise Agreement:

[ \_\_\_\_\_ ]

By signing below, you agree that the tradename identified in this Notice will be your approved tradename and you will not use any other tradename without our prior written approval. You are responsible for submitting any fictitious name filing that may be required by the laws of your state. Upon the termination, expiration or transfer of this Agreement, you must surrender, cancel or abandon the tradename and cancel any associated fictitious name filing.

You must sign below to acknowledge your receipt. You have no right to use the tradename listed above until you have executed this Notice.

**Franchisor**

**Franchisee**

REALTY EXECUTIVES INTL. SVCS. LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E**

**TO REALTY EXECUTIVES FRANCHISE AGREEMENT**

**Fee Structure**

<b>Initial Franchise Fee (one-time fee)</b>	\$25,000
<b>Marketing Fee (monthly)</b>	
National	\$150
Regional	\$150
<b>Monthly Service Fee (monthly)</b>	
Flat Fee Model	
Flat Fee Portion (Per Salesperson)	\$300
Monthly Minimum	\$500
Flex Model	
Flat Fee Portion (Per Salesperson)	\$300
Percentage-Based Portion (% GCI)	6%
Monthly Minimum	\$500
All-Inclusive Model	
Monthly Base Fee	\$425
Per Transaction Fee	
<\$100,000	\$195
≥\$100,000 and <\$500,000	\$295
≥\$500,000 and <\$1,000,000	\$395
≥\$1,000,000	\$495
Any Sales Price	\$22 (13 <sup>th</sup> or subsequent transaction in year)
<b>Territory/Office Fee (monthly)</b>	
Territory/Office Fee Structure 1	
Territory Fee	\$ [REDACTED]
Office Fee	None
Territory/Office Fee Structure 2	
Territory Fee	None
Office Fee	\$400/Office
<b>Technology Fee (monthly)</b>	
Intranet portal (PrimeAgent.com)	\$99 (included with All-Inclusive Model)
Broker website	\$199 (included with All-Inclusive Model)
Regional website (for Territory Releasers)	\$199

For purposes of calculating Monthly Service Fees, a “transaction” means one side of a complete transaction occurring between a buyer and seller. For each transaction closing, we bill “per side”. For example, if a salesperson represents the buyer and seller in a single transaction, the closing of the transaction counts as two transactions for that salesperson. On the other hand, if a salesperson only represents the buyer and someone else represents the seller in that transaction, then the closing of the transaction only counts as one transaction for that salesperson.

**Initial Franchise Fee.** The Initial Franchise Fee must be paid by cashier’s check or other immediately available funds.

**Marketing Fee.** The Marketing Fee shall be multiplied by the number of licensed Salespersons and is subject to Fee Adjustment.

**Monthly Service Fee**

The Monthly Service Fee is determined based upon the fee structure you have selected. You and we must mutually agree on the fee structure to be utilized. Your franchise will be billed and you will operate under one of the following fee structures, each of which is more fully described below: (a) a flat fee structure (the “Flat Fee Model”); (b) a fee structure that includes both flat fees and percentage-based fees (the “Flex Model”); or (c) a transaction-based structure (the “All-Inclusive Model”).

Place a check mark by the Monthly Service Fee structure that you have elected to operate under :

\_\_\_\_\_ Flat Fee Model

\_\_\_\_\_ Flex Model

\_\_\_\_\_ All-Inclusive Model

**Flat Fee Model.** If you operate under the Flat Fee Model, you will pay us the greater of: (a) the Flat Fee Portion amount multiplied by the greater of (i) total number of Salespersons associated with you on the billing date of each month or (ii) the minimum number of Salespersons required to be associated with you on the billing date of each month pursuant to the terms of your Franchise Agreement; or (b) the Monthly Minimum. The Flat Fee Portion amount and the Monthly Minimum amount are subject to Fee Adjustment.

**Flex Model.** If you operate under the Flex Model, the Monthly Service Fee will vary depending on whether you designate a given Salesperson as “flat fee-based” or “percentage-based”. You will pay us the greater of: (a) the sum of (i) the Flat Fee Portion multiplied by the number of Salespersons you designate as flat fee-based and associated with you on the billing date of each month, plus (ii) the Percentage-Based Portion multiplied by the total gross commissions generated by Salespersons you designate as percentage-based for all transactions closed in the immediately preceding month; or (b) the Monthly Minimum. The Flat Fee Portion amount and the Monthly Minimum amount are subject to Fee Adjustment.

Once you designate a Salesperson as flat fee-based or percentage-based, you must notify us in writing at least 90 days before changing that designation. The original flat fee-based or percentage-based designation will continue to apply during the 90-day notice period. We reserve the right to limit the number of percentage-based Salespersons as well as the length of time those Salespersons may have the percentage-based designation.

**All-Inclusive Model.** If you operate under the All-Inclusive Model, you will pay us the sum of: (a) the Monthly Base Fee; and (b) a Per Transaction Fee as specified in the table above for each closed real estate

transaction. \$75 of each Per Transaction Fee is for the Salesperson's access to technology tools. The Monthly Base Fee includes the cost of PrimeAgent and the broker website. The Monthly Base Fee is subject to Fee Adjustment.

Notwithstanding the foregoing, under the All-Inclusive Model, if a given Salesperson closes more than 12 real estate transactions during any calendar year, you will pay us a reduced per-transaction fee of \$22 for that Salesperson for the remainder of the calendar year.

A "closed real estate transaction" means the performance of any real estate service authorized by the Franchise Agreement for which the Salesperson earns compensation. The transaction is deemed "closed" on the date this compensation is earned.

Once you begin operating under the All-Inclusive Model, you must provide us no less than 90 days' prior written notice of your desire to change the model under which you will operate. The original All-Inclusive Model pricing will continue to apply during the 90-day notice period. We must consent to the change you have requested before the change becomes effective, and will do so solely at our discretion.

All transactions, whether designated as percentage-based or operating under the All-Inclusive Model, must be submitted to us through Prime Agent no later than the 15th day of the month following the transactions, and must be accompanied by an MLS report that shows all listings and dispositions of all listings, including all sold listings, in the prior month. We can change the due date for submitting the transaction information upon at least 30 days' written notice. If there is a persistent failure to report transactions as required, we reserve the right, in our sole discretion, to convert each percentage-based Salesperson or your entire franchise, if you are operating under the All-Inclusive Model, as applicable, to flat fee-based. The then-current Flat Fee Portion specified under the Flex Model will be applied.

### **Territory/Office Fee**

If you operate under Territory/Office Fee Structure 1, you will pay us a Territory Fee (as described below) but you will not pay us an Office Fee (described below) for any Office that you open within your Territory.

If you operate under Territory/Office Fee Structure 2, you must pay us a separate Office Fee for every Office that you open within your Territory.

Place a check mark by the Territory/Office Fee Structure that you have elected to operate under:

Territory/Office Fee Structure 1

Territory/Office Fee Structure 2

**Territory Fee.** The Territory Fee is payable for your designated Territory. In exchange for the Territory Fee, you may open as many Offices within your Territory as you desire. The Franchise Agreement grants you the right to operate one Territory. The Territory Fee is calculated as \$100 for every 40,000 people in your Territory, with a minimum monthly Territory Fee of \$100 per month. For example, the monthly Territory Fee for a territory with a population of 30,000 would be \$100 per month, while the monthly Territory Fee for a territory with a population of 75,000 would be \$200 per month. The monthly Territory Fee is based on the population associated with your Territory at the time the Franchise Agreement is executed. If the population within your Territory significantly increases during the Term, we reserve the right to adjust the boundaries of your Territory at renewal such that the population associated with the modified Territory is similar to the population associated with the original Territory at the time the Franchise Agreement was executed. The Territory Fee is subject to Fee Adjustment.

Office Fee. The Office Fee is calculated as \$400 multiplied by the total number of designated Offices that are located inside your Territory as of the billing date of each month. An “Office” includes dedicated brick-and-mortar Realty Executives offices, shared office space, executive suites, virtual offices and any other physical location from which business is conducted or that qualifies as an “office” (or the equivalent) under the terms of the Franchise Agreement. The Office Fee is subject to Fee Adjustment.

The Monthly Fees are calculated as of the billing date, which currently is on or about the 20th of each month. The billing date is subject to change upon at least 30 days’ prior written notice to you.

### **Technology Fee**

You must acquire and utilize all technology systems we specify from time to time (the “Technology Systems”). You pay us a “technology fee” that refers to all amounts you pay us and/or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based on changes to the Technology Systems, the associated services we provide, or the prices charged by third-party suppliers with whom we enter into master agreements. We will not increase the technology fee more than once during any 6-month period. The technology fee does not include amounts you pay directly to third-party suppliers for any component of the Technology Systems.

As discussed further below, we currently charge technology fees for: (a) access to our proprietary Intranet portal (PrimeAgent); and (b) website development and hosting . We may, at our discretion, waive your obligation to utilize our designated website(s) and pay the associated fee(s). If you operate under the All-Inclusive Model, your Monthly Service Fee is inclusive of: (a) the \$99 monthly fee for PrimeAgent; and (b) the \$199 monthly fee for the broker website.

You will pay us \$99 per month for our proprietary Intranet portal. For each reporting period, if required by your chosen Monthly Fee Structure or any other required reason, you must enter all transactions and all other data we specify into PrimeAgent no later than the 15th day of the month. If you fail to enter data by the required due date, we may increase your Intranet portal fee from \$99 to \$249 per month. Your fee reverts to \$99 per month if you timely enter all required data throughout the 3-month probationary period. If you do not comply with your data entry obligations, the fee will remain at \$249 per month until you have complied for a period of not less than three months.

You will pay us \$199 per month for the broker website we provide to assist you in promoting your Business. If you are a Territory Releaser, you pay us: (a) \$199 per month for the broker website; and (b) \$199 per month for a regional website. We also offer websites for Salespersons, who typically pay us directly for their website at the cost of \$39 per month. However, some franchisees choose to make these payments on behalf of their Salespeople.

We offer other technology to purchase, including: (a) agent website/on-demand subscriptions, for a fee of \$39 per month; (b) additional property codes, for a fee of \$5 for a set of 25 codes; (c) premium email campaigns/eNewsletters, for a fee of \$9.95 per month; (d) unlimited premium email campaign/eNewsletter, for a fee of \$19.95 per month; and (e) team marketing system, for a fee of \$59 per month plus \$5 per team member. We may offer other technology services for purchase or at no cost to you at any time, either provided by us or through our Approved Supplier program.



In addition to the technology fees described above, we reserve the right to charge you, as part of the monthly technology fee, a reasonable administrative fee relating to the costs we incur in administering the Technology Systems you use.

**ATTACHMENT F**

**TO REALTY EXECUTIVES FRANCHISE AGREEMENT**

**Quota**

You agree to comply with the following Salesperson Quota as specified in Section 9 of the Agreement:

<b>EFFECTIVE DATE ANNIVERSARY PERIOD ENDING</b>	<b>CUMULATIVE REALTY EXECUTIVES LICENSED SALESPERSONS</b>
1 <sup>st</sup> Anniversary	
2 <sup>nd</sup> Anniversary	
3 <sup>rd</sup> Anniversary	
4 <sup>th</sup> Anniversary	
5 <sup>th</sup> Anniversary	
6 <sup>th</sup> Anniversary	
7 <sup>th</sup> Anniversary	
8 <sup>th</sup> Anniversary	
9 <sup>th</sup> Anniversary	
10 <sup>th</sup> Anniversary	

**ATTACHMENT G**  
**TO REALTY EXECUTIVES FRANCHISE AGREEMENT**  
**ACH Authorization Form**

*[See Attached]*

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**AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM**

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**Franchisee Information:**

Franchisee Name	Location No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee E-mail Address

---

**Bank Account Information:**

Bank Name		
Bank Mailing Address (street, city, state, zip)		
	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Bank Account No.	(check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)	Bank Phone No.	

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**Authorization:**

Franchisee hereby authorizes REALTY EXECUTIVES INTL. SVCS. LLC (“Franchisor”) to initiate debit entries to Franchisee’s account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

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**NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.**

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**ATTACHMENT H**  
**TO REALTY EXECUTIVES FRANCHISE AGREEMENT**

**Authorization to Transfer**

*[See Attached]*

## **COLLATERAL ASSIGNMENT OF TELEPHONE LISTINGS, INTERNET ADDRESSES AND SOCIAL MEDIA**

THIS ASSIGNMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ in accordance with the terms of the Franchise Agreement (“Franchise Agreement”) between REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“Franchisor”) and \_\_\_\_\_ (“Franchisee”), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Realty Executives Franchise Business (“Franchise Business”) as set forth in the Agreement.

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone directory listings (collectively, the “Telephone Listings”); (2) those certain Internet website addresses (“URLs”); and (3) user names, accounts, profiles, screen names, handles, or identities on social media sites, along with the attenuated followers, friends, or other associated users of the same (“Social Media”) associated with Franchisor’s trade and service marks and used from time to time in connection with the operation of the Franchised Business.

This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind arising from or in connection with this Assignment, unless Franchisor shall notify as necessary all service providers of its Telephone Listings, URLs, and Social Media effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without extension), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Listings, URLs, and Social Media, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Listings, URLs, or Social Media, and shall remain liable to all service provider(s) for all past due fees owing on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor has the sole right to and interest in the Telephone Listings, URLs, and the Social Media and Franchisee irrevocably appoints Franchisor as Franchisee’s true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct all service provider(s) to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee will immediately notify the service provider(s) to assign the Telephone Listings, the URLs, and the Social Media to Franchisor. If Franchisee fails to promptly direct the service provider(s) to assign the Telephone Listings, the URLs, and/or the Social Media to Franchisor, Franchisor will have the right to direct the service provider(s) to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the service provider(s) may accept Franchisor’s written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor’s exclusive rights in and to the Telephone Listings, the URLs, and/or the Social Media upon such termination or expiration and that such assignment will be made automatically and effective immediately upon the service provider(s) receipt of such notice from Franchisor or Franchisee. The parties further agree that if the service provider(s) require that the parties execute assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor’s execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee’s consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

**FRANCHISOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT “D”  
TO  
DISCLOSURE DOCUMENT  
**Territory Release Agreement**  
*[See Attached]*



## TERRITORY RELEASE AGREEMENT

This Territory Release Agreement (the “Agreement”) is entered into \_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between \_\_\_\_\_ (“Releasor”), having its principal office at \_\_\_\_\_, and \_\_\_\_\_ (“Releasee”) having its principal office at \_\_\_\_\_. Releasor and Releasee may each be referred to as a “Party” or collectively as the “Parties”.

### RECITALS

- A. Pursuant to a Franchise Agreement between REALTY EXECUTIVES INTL. SVCS. LLC (“Franchisor”), as franchisor, and Releasor, as franchisee (the “Master Agreement”), Franchisor granted Releasor exclusive franchise development rights for a territory located within the state of \_\_\_\_\_ (the “Master Territory”).
- B. Pursuant to a Territory Release Addendum executed by Franchisor and Releasor in connection with the Franchise Agreement, Franchisor has authorized Releasor to: (a) release portions of the Master Territory back Franchisor from time to time; and (b) refer prospective REALTY EXECUTIVES franchisees to Franchisor for purposes of acquiring franchise rights to such released portions of the Master Territory.
- C. The Parties are entering into this Agreement with the intent that: (a) Releasor will release to Franchisor the portion of the Master Territory described in Exhibit “A” to this Agreement (the “Released Territory”); and (b) concurrently with such release, Franchisor and Releasee will enter into a REALTY EXECUTIVES Franchise Agreement (the “Franchise Agreement”), pursuant to which Franchisor will grant franchise development rights to Releasee for the Released Territory.
- D. In consideration for the release of the Released Territory, Releasee desires to compensate Releasor in the manner set forth herein.
- E. In consideration of the covenants and conditions contained herein, including all cash consideration and obligations of future payment herein recited, the Parties agree to the terms and conditions below.

### TERMS

- 1. **Release of Territory.** Concurrently with the execution of the Franchise Agreement by Franchisor and Releasee, Releasor shall release the Released Territory to Franchisor to enable Releasee to acquire REALTY EXECUTIVES franchise development rights to the Released Territory. The Parties understand and agree that the release (and subsequent resale) of the Released Territory contemplated by this Agreement shall be contingent upon both: (a) Franchisor evaluating and approving Releasee as meeting Franchisor’s minimum standards, qualifications and eligibility criteria to become a REALTY EXECUTIVES franchisee; and (b) Franchisor and Releasee entering into the Franchise Agreement for the Released Territory. Subject to any restrictions in the Franchise Agreement, Releasee may establish multiple REALTY EXECUTIVES offices within the Released Territory, provided that Releasee pays Releasor a separate Office Fee pursuant to Section 2(d) for each office opened in the Released Territory.
- 2. **Fees.**
  - (a) **Generally.** In consideration of Releasor’s release of the Released Territory, Releasee agrees to pay to Releasor the initial and ongoing fees set forth in this Section 2. Releasee acknowledges and understands that the fees paid to Releasor pursuant to Section 2 are in

addition to, and shall not be credited towards, any fees or other amounts owed by Releasee to Franchisor pursuant to the Franchise Agreement.

- (b) Territory Fee. Upon execution of this Agreement, Releasee shall pay to Releasor a one-time fee in the amount of \$ \_\_\_\_\_ (the “Territory Fee”). If Releasee fails to pay the entire Territory Fee to Releasor upon execution of this Agreement, then: (i) this Agreement is immediately and automatically terminated; (ii) the Released Territory will not be released by Releasor; (iii) Releasee shall be granted no rights or interests to the Released Territory; and (iv) Releasor will retain, as liquidated damages, any deposits made by Releasee, which liquidated damages shall constitute Releasor’s sole recourse in the event of Releasee’s breach of its obligation to pay the Territory Fee. It being impossible to ascertain the actual damages Releasor may incur as a result of Releasee’s breach, the Parties agree the amount of liquidated damages set forth herein shall be a reasonable estimate of Releasor’s damages and shall not be deemed a penalty.
- (c) Monthly Fee. Throughout the Term (as defined in Section 6), Releasee will pay Releasor a monthly service fee (the “Monthly Fee”) that is based on the number of Salespeople associated with Releasee and the fee designation that Releasee assigns to each such Salesperson. Releasee shall designate each of its Salespeople as either “percentage” based or “flat fee” based. Once Releasee designates a Salesperson as either “percentage” based or “flat fee” based, Releasee cannot change that designation unless it provides Releasor with at least 90 days’ prior written notice of the change. The same original percentage based or flat fee-based designation will continue to apply with respect to that Salesperson during the 90-day notice period). The Monthly Fee amount is calculated as the sum of the following:
- (i) a monthly fee equal to \_\_\_ percent (\_\_\_%) of the aggregate gross commissions earned during the immediately preceding month by each Salesperson that Releasee designates as “percentage” based; plus
  - (ii) a monthly fee of \$60 per Salesperson for each Salesperson Releasee designates as “flat fee” based (this fee shall be increased from \$60 to \$75 per month at such time that Releasee reaches \_\_\_ Salespeople).

For purposes of this Section, a “Salesperson” is defined as any person who (i) holds a license or similar authority issued by the state, commonwealth or provinces authorizing such a person to buy or sell or assist others with the buying or selling of real estate; and (ii) is associated with the Releasee in any capacity, including, but not limited to any licensed owner, broker, agent or assistant.

- (d) Office Fee. Throughout the Term, Releasee will pay Releasor a monthly office fee (the “Office Fee”) calculated as \$ \_\_\_\_\_ multiplied by the total number of REALTY EXECUTIVES offices maintained by Releasee in the Released Territory as of the billing date of the applicable month.
- (e) Marketing Fee. Releasee shall participate in any regional cooperative advertising program that includes the Released Territory and is administered by Releasor, Franchisor or a third party designated by Releasor or Franchisor. Releasee shall contribute to the advertising cooperative a monthly fee (the “Marketing Fee”) calculated as \$ \_\_\_\_\_ multiplied by the total number of Salespersons associated with the Releasee as of the billing date of the applicable month. The Marketing Fee shall be paid to Releasor or to any other person designated by Releasor. The Marketing Fee shall be used to pay for the advertising and marketing materials and programs conducted by the cooperative for the benefit of its

members. Releasee may obtain a copy of the accounting record for the advertising program at any time by request in writing to Releasor.

- (f) **CPI Adjustments.** The Monthly Fee, Office Fee and Marketing Fee listed above may be adjusted by Releasor annually on July 1 by a calculation, the numerator of which shall be the CPI for the calendar year just ended (“Prior Year”) and the denominator of which shall be the CPI for the year before the Prior Year. For purpose of this Agreement, “CPI” shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Wage Earners and Clerical Workers, U.S. Cities (1982-84 = 100), “All Items.” Releasor has the sole discretion to decide to implement the CPI Adjustment or not. If Releasor determines to not apply a fee increase in any given year, that fee increase will accumulate and a multi-year fee increase may be applied during a later year.
  - (g) **Late Fee.** A 5% late charge will accrue on all fees not received on or before the 15th day following the billing date of the current month. If any payment is returned unpaid, for any reason, Releasee must pay a \$650 service charge to Releasor. Releasor shall have the right to require that all future payments from Releasee be made by cashier’s check or other certified funds.
3. **Salesperson Quota.** Releasee agrees to achieve and maintain the minimum quota of Salespersons required by the Franchise Agreement.
  4. **Inspection and Financial Statements.** Releasee agrees to permit inspection by Releasor and its agents of any and all procedures, records, documentation and books of accounts of Releasee. Any inspection by Releasor will be upon reasonable notice to Releasee and during regular business hours. Within 10 days following the close of each calendar month, Releasee must provide to Releasor a copy of all financial statements that Releasee is required to provide to Franchisor pursuant to the Franchise Agreement. Within 45 days after the close of Releasee’s fiscal year, Releasee must provide to Releasor a copy of the annual financial statements that Releasee is required to provide to Franchisor pursuant to the Franchise Agreement.
  5. **Hypothecation and Pledge of Interest.** Releasee hypothecates and pledges to Releasor all of its right title and interest created by this Agreement and its Franchise Agreement, solely as security for its performance in accordance with the terms of this Agreement. Releasee agrees to execute any security agreement provided by and in favor of Releasor, further evidencing such hypothecation and pledge. In the event that the Master Agreement between Franchisor and Releasor is terminated for any reason, then Releasor will assign to Franchisor its rights and obligations under this Agreement together with the security interest to be created in accordance herewith.
  6. **Term.** The term of this Agreement (the “Term”) shall commence upon the Effective Date and run concurrently with the term of the Franchise Agreement between Releasee and Franchisor, including any renewal term(s) of the Franchise Agreement.
  7. **Early Termination.** Releasor may terminate this Agreement prior to the end of the Term, and all of Releasee’s rights under this Agreement (including rights to the Released Territory), upon written notice of termination to Releasee following the occurrence of any of the following, any of which shall constitute an event of default:
    - (i) the breach of any condition or covenant of this Agreement which breach remains uncured for a period of 10 days after notice of such breach is sent by Releasor;
    - (ii) the breach of any condition or covenant contained in the Franchise Agreement between Franchisor and Releasee that Releasee fails to cure before the expiration of the applicable

cure period, if any;

- (iii) the termination of the Franchise Agreement by Franchisor or Releasee for any reason;
  - (iv) the suspension or revocation of Releasee's real estate broker's license; or
  - (v) the insolvency, incapacity or voluntary dissolution of Releasee, or the appointment of a receiver, trustee or conservator for Releasee or the business of Releasee, or if Releasee or an officer or partner of Releasee, be adjudged bankrupt or be indicted for any felony, or have any information filed against them for any misdemeanor, involving moral turpitude, or if the Releasee, or an officer or partner thereof, shall make an assignment for the benefit of creditors, or if the interest of Releasee shall be attached by any potential judgment creditor, then the Releasor, in any such event and without notice or demand, may at its sole option, immediately terminate this Agreement and the license created hereby and declare all rights and privileges canceled. Notwithstanding the same, all sums due Releasor from Releasee at the time of such termination, including sums due with respect to a partial month resulting from such termination, shall be immediately due and payable.
8. **Waiver By Releasor.** The election not to enforce the right of early termination or any other one or more forms of recourse provided for in this Agreement, at law or in equity, with respect to the breach by Releasee will not constitute a waiver of such breach, nor shall it constitute a waiver of any further, additional or continuing breach.
9. **Transfer by Releasee.** Releasee shall not transfer, or attempt to transfer, this Agreement to any party that has not been previously approved in writing by both Releasor and Franchisor, Releasee shall it in any way encumber this Agreement. The shares of Releasee, in the event that Releasee is a corporation, shall not be transferred to shareholders other than those existing at the time of execution hereof, to the extent that cumulatively over 50% of the outstanding shares would have been transferred since such execution date. Releasee may not make or attempt to make any assignment, whether in whole or in part, without prior written consent of Releasor and Franchisor, nor grant or attempt to grant any sub-license. Any attempted transfer or assignment that has not been previously approved in writing by both Releasor and Franchisor, and any attempted sub-license, shall constitute grounds for the immediate termination of all Releasee's rights in this Agreement.
10. **Take-Back Rights.** In the event the Franchise Agreement between Franchisor and Releasee is terminated by Franchisor, Releasor shall have the right, but not the obligation, to cure Releasee's default within a period of 30 days from such termination. If Releasor elects to cure Releasee's default, Releasor shall take back the Released Territory as though it had not been released under this Agreement.
11. **Indemnification.** Releasee shall indemnify and hold Releasor harmless from and against any and all claims, causes of action, liabilities, and damages, of each and every type and nature, including any costs or expenses incurred in the way of legal fees, court costs or related expenses arising out of the operation of Releasee's business. This indemnification shall apply to any and all proceedings of operation of Releasee's business. This indemnification shall apply to any and all proceedings of any type, whether civil, criminal or administrative, and before any court of competent jurisdiction, including any appellate proceedings, government agency, tribunal or arbitration.
12. **Warranties.** The Parties hereby make the following warranties to one another:
- (a) Releasor warrants to Releasee that:
    - (i) Releasor is licensed to operate as a duly authorized franchisee of Franchisor;

- (ii) To the best of Releasor’s knowledge, Releasor is currently in good standing under the terms of the Master Agreement;
  - (iii) Releasor has the contractual right and authority to release the Released Territory in the manner contemplated by this Agreement; and
  - (iv) Releasor will allow Releasee to open multiple offices within the Territory, without the payment to Releasor of any additional Territory Fee as set forth in Section 2(b), but subject to payment of a separate Office Fee for each office opened, provided Releasee is authorized to open such offices under the terms of its Franchise Agreement.
- (b) Releasee warrants that:
- (i) Franchisor has approved Releasee as meeting Franchisor’s minimum standards, qualifications and eligibility criteria to become a REALTY EXECUTIVES franchisee;
  - (ii) Releasee will make timely payments of all sums required under this Agreement, of each and every type and nature;
  - (iii) Releasee will abide by, and perform in accordance with, all of the terms contained in this Agreement and in its Franchise Agreement with Franchisor;
  - (iv) Releasee should join and/or remain a member in good standing of the local board of REALTORS in any municipality or area in the Released Territory in which Releasee opens an office, as well as obtain and maintain membership in the National Association of REALTORS; and
  - (v) the execution of this Agreement or any of the supporting documents will not violate the terms or conditions of any other existing agreement or contract to which Releasee is a party; nor will it violate any provision of Releasee’s Articles of Incorporation or Bylaws, Operating Agreement, or Partnership Agreement, whichever is appropriate.

13. **Notices.** All notices contemplated by this Agreement shall be in written form and delivered by certified mail, return receipt requested, as follows:

Releasor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Releasee: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If there is a change of business address, the Party must provide notice of that change in writing to the other Party no later than 15 days before the actual change of address. Notice of such change shall be provided in accordance with this paragraph.

13. **Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements between the Parties, oral or written. It may not be modified in any manner other than written instrument executed by both Parties.

14. **Legal Construction and Severability.** The provisions of this Agreement are to be governed and construed in accordance with the laws of the state in which the Released Territory is located. In the event that any specific provision of this Agreement shall be found to be unenforceable by a court

of competent jurisdiction, Releasor shall have the option of terminating this Agreement and all rights in and to the Released Territory hereby provided. Should Releasor elect not to exercise this option, the provision determined to be unenforceable shall be deemed stricken from this Agreement, the remaining provisions shall continue to have full force and effect.

## 15 **Dispute Resolution.**

- 15.1 Negotiation and Mediation.** Except as otherwise provided below with respect to Excluded Claims, the Parties shall attempt in good faith to resolve any Dispute through informal discussions and negotiations. If these efforts are unsuccessful, the Parties agree to submit the Dispute to mediation before a mutually-agreeable mediator prior to litigation. All negotiations and mediation proceedings (including without limitation, discovery conducted therein, as well as all statements and settlement offers made by either Party or the mediator in connection with the mediation) shall be strictly confidential, shall be considered as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence, and shall not be admissible or otherwise used in connection with any court or arbitration proceeding for any purpose. The mediator may not be called as a witness in any court or arbitration proceeding for any purpose. Any Dispute involving an Excluded Claim will not be subject to mediation unless otherwise agreed to by both Parties.
- 15.2 Litigation.** If (a) a Dispute is not successfully resolved by mediation within 60 days after either Party makes a demand for mediation or (b) the Dispute involves an Excluded Claim, then either Party may file a lawsuit in any state or federal court of general jurisdiction in accordance with the choice of venue provision set forth below. The Parties hereby express their clear and unequivocal intent that a court, rather than a mediator, shall have exclusive jurisdiction to decide the threshold issue of whether a Dispute involves an alleged Excluded Claim (i.e., whether there are any claims alleging an unauthorized use of Franchisor's intellectual property).
- 15.3 Venue.** All mediation and litigation shall take place in Maricopa County, Arizona. The Parties irrevocably waive any objection to such venue and, with respect to litigation proceedings, submit to the jurisdiction of such courts.
- 15.4 Attorney's Fees and Costs.** If either Party must enforce this Agreement in a judicial proceeding, the substantially prevailing Party will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees.
- 15.5 Waivers.** UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR AN EXCLUDED CLAIM) MUST BE BROUGHT BY FILING A WRITTEN DEMAND FOR MEDIATION WITHIN ONE (1) YEAR FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. THE PARTIES IRREVOCABLY WAIVE: (a) TRIAL BY JURY; AND (b) THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.
- 15.6 Defined Terms.** For purposes of Section 15, the following defined terms have the meanings given to them below:

“Claim” or “Claims” means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries.

“*Dispute*” means any Claim, dispute or disagreement between the Parties, including any matter pertaining to: (a) the interpretation or enforcement of this Agreement; (b) the grant of rights hereunder; or (c) the relationship between the Parties.

“*Excluded Claim*” means any Claim or Claims alleging an infringement or unauthorized use of Franchisor’s intellectual property.

In no event will Releasee be entitled to make or assert, nor will Releasee make or assert, and Releasee hereby waives, any claim for money damages. Releasee will not claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Releasee that Releasor has breached any duty or obligation under or related to this Agreement. Releasee’s sole remedy for any such claim will be an action or proceeding to enforce any such provisions, or for specific performance, or declaratory judgment. Furthermore, Releasee hereby waives any right to withhold or impound any payment due hereunder or due under any other agreement between the Parties.

**Releasee waives any rights Releasee may have to demand a jury trial or to seek punitive damages from Franchisor (e.g., REALTY EXECUTIVES INTL. SVCS. LLC).**

16. **Attorney’s Fees.** Should either Party institute legal or other proceedings for collection or to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover all its reasonable expenses, including attorneys’ fees, costs and other expenses reasonably and necessarily incurred, such as expert witness fees and private investigator fees, and related costs.
17. **Assignment.** This Agreement is not assignable by Releasee without the prior written consent of Releasor. Releasee does not have the right to grant any sub-licenses hereunder, and any unauthorized assignment hereof or issuance of a sub-license will be deemed void and grounds for termination of this Agreement. Anything in this paragraph to the contrary notwithstanding, Releasor’s prior written consent to any assignment or sale of this Agreement and this license will not be unreasonably withheld. Releasor retains the right to pre-approve all transfer documents required of any transferee prior to granting its consent to transfer or assignment. Releasor has the right to assign this Agreement in whole or in part without Releasee’s consent.
18. **Force Majeure.** The performance of this Agreement by Releasor is subject to acts of god, war, government regulations, disaster, strikes, civil disorders, terrorism or other emergencies beyond Releasor’s control, making it inadvisable, illegal or impossible to substantially perform this Agreement. Releasor may cancel this Agreement for any one or more of such reasons on written notice.
19. **Binding Effect.** This Agreement will inure to the benefit of and be binding upon Releasor, its successors and assigns, and upon Releasee, Releasee’s successors and assigns.

**IN WITNESS THEREOF**, the undersigned hereby affix their signatures on the date first above written.

RELEASOR:

**[name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 202\_\_

RELEASEE:

**[name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 202\_\_



**EXHIBIT A**

The Released Territory shall be defined as the area encompassed by the following county or area residing within the State of \_\_\_\_\_:

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ACCEPTED AND APPROVED BY:

RELEASOR:

**[name]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 202\_\_

RELEASEE:

**[name]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 202\_\_

EXHIBIT “E”  
TO  
DISCLOSURE DOCUMENT

**General Release**

*[See Attached]*

## WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the “Release”) is made as of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, a(n) \_\_\_\_\_ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

**WHEREAS**, Franchisor and Franchisee have entered into a Franchise Agreement (the “Agreement”), pursuant to which Franchisee was granted the right to offer, sell, develop, service and support REALTY EXECUTIVES real estate offices within a designated geographic area;

**WHEREAS**, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, [**enter into a successor franchise agreement**] and Franchisor has consented to such transfer [**agreed to enter into a successor franchise agreement**]; and

**WHEREAS**, as a condition to Franchisor’s consent to the transfer [**Franchisee’s ability to enter into a successor franchise agreement**], Releasor has agreed to execute this Release upon the terms and conditions stated below.

**NOW, THEREFORE**, in consideration of Franchisor’s consent to the transfer [**Franchisor entering into a successor franchise agreement**], and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

- 1. Representations and Warranties.** Releasor represents and warrants that it is authorized to enter into this Release and to perform the terms and obligations contained herein, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. \_\_\_\_\_ represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.
- 2. Release.** Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.
- 3. Nondisparagement.** Releasor expressly covenants and agrees not to make any false representation or statement of fact, or to defame, disparage, discredit or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to or otherwise causing damage to any of the Released Parties, their business or their reputation.

#### 4. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Arizona, without regard to the choice of law rules of the State of Arizona.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees, as well as any other reasonable expenses incurred in connection with enforcing or remediating the breach.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

*[Signature Page Follows]*





EXHIBIT “F”  
TO  
DISCLOSURE DOCUMENT  
**Table of Contents to Manual**  
*[See Attached]*

	<b>Topic</b>	<b>Number of Pages Devoted to Topic</b>
1.	Profile Setup	12
2.	PrimeAgent Training Guide	10
3.	Email Accounts & Forwarding	7
4.	Contact Manager Quick Overview (Video)	7
5.	Adding Transactions to PrimeAgent (Video)	1
6.	How to Import Your Contacts with a CSV File (Video)	3
7.	Mastering Your PrimeAgent Contact Manager (Video)	35
8.	Contact Manager Guide	10
9.	Step-by-Step Guide to Using PrimeAgent Broadcasts (Video)	6
10.	New Automated Broadcast Templates (Video)	11
11.	Step-by-Step Guide to Using PrimeAgent Campaigns (Video)	9
12.	Send your eNewsletters at Any Time (Video)	2
13.	Digital Marketing Executive Pocket Guide	48
14.	Overview of the New Marketing Library (Video)	1
15.	New Marketing Library Materials (Video)	7
16.	Overview of Executive Realty® Listing Automation (Video)	2
17.	Executive Realty® Listing Automation (Video)	33
18.	Executive Realty® Listing Automation How-To Guide (Video)	8
19.	New Automated Materials & Editing Features (Video)	1
20.	Accessing Your Saved & Archived Materials (Video)	1
21.	Agent Website and PrimeAgent On-Demand Flyer	2
22.	Learn How to Update the Images on the Homepage of Your Website	3
23.	File Manager Guide	1
24.	My Listings Tab Guide	1
25.	PrimeAgent On-Demand Feature Guide	1
26.	Agent Website Best Practices	1
27.	Agent Website Walkthrough (Video)	2
28.	PrimeAgent On-Demand (Video)	2
29.	Managing On-Demand Property Codes (Video)	2
30.	On-Demand Lead Reports (Video)	1
31.	Agent Website Management (Video)	3
32.	Connect a URL to Your New Agent Website (Video)	2
33.	3 Easy Strategies to Generate Leads via SMS (Video)	22
34.	Agent Website and On-Demand 101 (Video)	41
35.	Customizing Your Agent Website (Video)	28
36.	Every Business Needs a Website for 2 Reasons (Video)	10
37.	4 Steps for Website Lead Generation (Video)	26
38.	Step-by-Step Instructions for Writing an Effective Blog (Video)	17
39.	Sharing Your Blog through Social Media and Email Marketing (Video)	5
40.	How to Embed YouTube Videos into Web Pages (Video)	1
41.	Content Marketing Introduction (Video)	39
42.	How to Add and Terminate Team Members in PrimeAgent	15
43.	Image Sizing Guide	5



44.	Brokerage Ad Placement Guide	2
45.	Brokerage Info & Docs Guide	6
46.	Recruiting Video - US (Video)	1
47.	Recruiting Video - Canada (Video)	1
48.	Celebrating 50 Years of Real Estate Excellence (Video)	1
49.	Everything You Need, All in One Place (Video)	1
50.	Attention All Brokers (Video)	37
51.	Digital Marketing Recruiting Strategies (Video)	17
52.	Brokerage Disclaimers and Settings (Video)	9
53.	Brokerage News and Announcements Tool (Video)	6
54.	Managing Broker/Executive Profiles and Office Rosters (Video)	20
55.	Lead Management Settings and Free Recruiting Campaign (Video)	9
56.	Manage Dashboard Content and Training Events (Video)	4
57.	Adding Brokerage Business Partners (Video)	2
58.	Manually Adding Listings (Video)	3
59.	Reports: PrimeAgent Logins and New/Updated Users (Video)	2
60.	Business Cards, Pocket Folders and Office Posters (Video)	3
61.	Brokerage Online Business Profiles (Video)	7
62.	Adding Brokerage Information and Documents (Video)	2
63.	Brokerage Website Walkthrough (Video)	1
64.	Brokerage Website Management (Video)	3
65.	15-Minute Showcase - Agent Websites & On-Demand (Video)	11
66.	Become a Media Company and You Can Dominate Your Local Real Estate Market (Video)	23
67.	15-Minute Showcase - Executive Realty® Listing Automation (Video)	15
68.	Nurture Your Web Leads with Email Campaigns, Custom Forms and Additional Lead Notifications (Video)	12
69.	How a Rookie Made \$165K in 12 Months Using Only Facebook (Video)	41
70.	Realty Executives Brand Introduction (Video)	9
71.	Who Are Certified Marketing Executives? (Video)	7
72.	PrimeAgent Overview (Video)	4
73.	CME - Week 1 Coursework and Resources	1
74.	CME - Week 1 Recap (Video)	4
75.	CME - Week 2 Coursework and Q&A (Video)	6
76.	CME - Week 2 Coursework and Resources	1
77.	CME - Week 2 Recap and Follow Up (Video)	7
78.	CME - Week 3 Training Topics (Video)	1
79.	Contacts and Broadcast Emails for Brokerage Communication (Video)	3
80.	Broadcast Emails and Automated Templates (Video)	4
81.	Campaigns and Monthly Newsletters Overview (Video)	8
82.	Websites and On-Demand Overview (Video)	8
83.	The Digital Marketing Concept (Video)	2
84.	PrimeAgent Enhancements and Pricing (Video)	3
85.	CME - Week 3 Coursework and Q&A (Video)	7
86.	CME - Week 3 Coursework and Resources	1

87.	CME - Week 4 Recording	40
88.	CME - Week 4 Coursework	1
89.	DME - Week 4 (Video)	28
90.	DME - Week 4 Slide Deck	17
91.	Realty Executives International Technology Transformation (Video)	3
92.	The Values of Embracing Digital Marketing in Real Estate (Video)	2
93.	3 Easy Steps to Get More Referrals (Video)	4
94.	DME - Week 1 Closing Statements (Video)	4
95.	DME - Week 1 Slide Deck	16
96.	DME - Week 1 Coursework	4
97.	Save Time with Executive Realty® Listing Automation (Video)	8
98.	DME - Week 2 Closing Statements (Video)	2
99.	DME - Week 2 Coursework	2
100.	DME - Week 2 Slide Deck	9
101.	DME - Week 3 Introduction and Coursework Information (Video)	2
102.	4 Easy Steps for Website Lead Generation (Video)	26
103.	What Is a Realtor's #1 Job (Video)	3
104.	DME - Week 3 Coursework	1
105.	DME - Week 3 Slide Deck	22
106.	Setup Your Free Online Profiles (Video)	10
107.	Step-by-Step Instructions to Write an Effective Blog (Video)	17
108.	How to Complete Your Digital Marketing Certification (Video)	5
109.	DME - Acknowledgment Form	1
110.	DME - Executive Onboarding 101	1
111.	Realty Executives Graphic Standards	30
112.	New Agent Postcard	4
113.	New Office Postcard	3
114.	Executive Promo Packet	20
115.	Experience the Advantages: Flyers	20
116.	Listing Presentation	36
117.	Postcard Templates: Buyers	21
118.	Postcard Templates: Sellers	19
119.	Postcards and Flyers: Your Listings	4

EXHIBIT “G”  
TO  
DISCLOSURE DOCUMENT

**List of Franchisees**

*[See Attached]*

**Part A (Current Franchisees as of December 31, 2022)**

State	City	Address	Phone	Owner Name(s)	
Alabama	Cullman	825 Country Road 490	256-708-3678	Edmonson	Scott
Alabama	Daphne	9949 Bellaton Ave.	251-626-9705	McAllister McAllister	Cynthia Matt
Alabama	Gulf Shores	3479 B Gulf Shores Parkway, P.O. Box 4549	251-968-4300	McKinney	Randy
Alabama	Gulf Shores	3479 B Gulf Shores Parkway, P.O. Box 4549	251-968-4300	McKinney	Randy
Alabama	Mobile	3929 Airport Blvd., Ste 2521	251-607-6120	Rambo McKinney	Drew Randy
Alabama	Saraland	188 US-43	251-679-9998	Rambo McKinney	Drew Randy
Arizona	Anthem	3668 W Anthem Way, Suite B- 158	602-909-2845	Moyes Hawke	Joel Jeff
Arizona	Avondale	12725 W. Indian School Rd., #A-103	602-957-0444	Moyes Hawke	Joel Jeff
Arizona	Casa Grande	958 E. Rodeo #21	520-284-9977	Murtaugh Dwyer	Jeff John
Arizona	Chandler	2551 W. Queen Creek Rd., Suite 3	480-963-6000	Moyes Hawke	Joel Jeff
Arizona	Cottonwood	830 S. Main Street	928-634-9090	Murtaugh Dwyer	Jeff John
Arizona	Flagstaff	15 E. Cherry Ave.	928-773-9300	McCormick	Wayne
Arizona	Flagstaff	809 W. Riordan, Ste 205	928-733-9300	McCormick	Wayne
Arizona	Fountain Hills	9624 N. Monterey Dr., Suite E	480-837-2288	Moyes Hawke	Joel Jeff
Arizona	Glendale	21448 N. 75th Ave	623-561-8800	Massie	Cheryl Ann
Arizona	Green Valley	854 W Tranquil Aater Path	520-284-9977	Murtaugh Dwyer	Jeff John
Arizona	Green Valley	18767 S. Nogales Hwy	520-284-9977	Murtaugh Dwyer	Jeff John
Arizona	Happy Jack	5151 Enchanted Lane	928-978-6750	Murtaugh Dwyer	Jeff John
Arizona	Heber	1874 Highway 260	520-275-7175	Murtaugh Dwyer	Jeff John
Arizona	Kingman	2403 Stockton Hill Rd., Suite 4	928-753-1500	Hubka	Jim
Arizona	Litchfield Park	5310 N 148th Ave	623-680-6868	Allen	Janet
Arizona	Marana	6877 W. Patina Drive	520-275-7175	Murtaugh Dwyer	Jeff John
Arizona	Mesa	2215 N. Trowbridge	480-641-0049	Moyes Hawke	Joel Jeff
Arizona	Mesa	1135 N. Recker Rd.	602-957-0444	Lewis	Patrick
Arizona	Oro Valley	405 W. Tortolita Mountain Circle	520-284-9977	Murtaugh Dwyer	Jeff John
Arizona	Paradise Valley	5614 E. Lincoln Drive	480-540-5479	Grigg	Scott
Arizona	Payson	1389 E Christopher Creek Loop	928-978-2308	Murtaugh Dwyer	Jeff John

State	City	Address	Phone	Owner Name(s)	
Arizona	Payson	1107 S Beeline Hwy, #1	928-978-2308	Murtaugh Dwyer	Jeff John
Arizona	Payson	201 W. Main St.	928-978-1003	Murtaugh Dwyer	Jeff John
Arizona	Payson	611 S. Beeline Hwy	928-460-5319	Moves Hawke	Joel Jeff
Arizona	Pearce	169 N. Frontage Road	520-826-5000	Murtaugh Dwyer	Jeff John
Arizona	Peoria	14155 N. 83rd Ave., Suite A-106	602-278-2455	Moyes Hawke	Joel Jeff
Arizona	Peoria	16150 N. Arrowhead Fountain Center Drive	623-561-8800	Moyes Hawke	Joel Jeff
Arizona	Phoenix	11211 N. Tatum #130	602-996-9910	Moyes Hawke	Joel Jeff
Arizona	Phoenix	41925 N. 42nd Ave., Bldg. E	623-551-4080	Moyes Hawke	Joel Jeff
Arizona	Phoenix	645 E Missouri Ave, Suite 210	602-861-3300	Moyes Hawke	Joel Jeff
Arizona	Phoenix	668 N 44th Street, Suite 123	602-912-1535	Heun	Alysia
Arizona	Phoenix	3620 E. Campbell Ave	480-989-8122	Lewis	Patrick
Arizona	Phoenix	4425 E Agave	480-961-5800	Lewis	Patrick
Arizona	Pinetop	1413 E. White Mountain Blvd.	928-367-6400	Murtaugh Dwyer	Jeff John
Arizona	Prescott	5220 Crown Rock Trail	928-443-7412	Murtaugh Dwyer	Jeff John
Arizona	Prescott	113 W. Goodwin Street	928-443-7412	Murtaugh Dwyer	Jeff John
Arizona	Prescott	503 E. Gurley Street	928-777-0257	Murtaugh Dwyer	Jeff John
Arizona	Prescott	1401 Prescott Lakes Parkway	928-777-0077	Murtaugh Dwyer	Jeff John
Arizona	Prescott Valley	203 W. Willis St.	520-284-9977	Murtaugh Dwyer	Jeff John
Arizona	Scottsdale	668 N. 44th St	602-961-1535	Heun	Alysia
Arizona	Scottsdale	7292 N. Scottsdale Rd. Ste. 1003	480-584-3311	Moyes Hawke	Joel Jeff
Arizona	Scottsdale	5040 N. Scottsdale Rd.	480-481-0032	Moyes Hawke	Joel Jeff
Arizona	Scottsdale	Virtual Office	602-628-9060	Huen	Alysia
Arizona	Scottsdale	7373 E. Doubletree Ranch Road, Suite 200	480-483-9307	Martz	Tom
Arizona	Scottsdale	6991 E. Camelback Rd	480-998-0676	Lewis	Patrick
Arizona	Scottsdale	7655 E. Redfield Rd, Ste 3	480-429-3844	Schwab	Steve
Arizona	Scottsdale	23415 N. Scottsdale Rd, Suite G- 101	480-585-0101	Moyes Hawke	Joel Jeff
Arizona	Scottsdale	10607 N. Hayden Rd., Suite F- 100	480-948-9450	Moyes Hawke	Joel Jeff
Arizona	Scottsdale	9319 N. 94th Way, Suite 900	480-233-1198	Moyes Hawke	Joel Jeff

State	City	Address	Phone	Owner Name(s)	
Arizona	Scottsdale	23415 N. Scottsdale Road	480-585-0101	Moves Hawke	Joel Jeff
Arizona	Scottsdale	10607 N. Hayden Road	480-948-9450	Moves Hawke	Joel Jeff
Arizona	Sedona	1865 W. State Route 89a	928-204-9300	Murtaugh Dwyer	Jeff John
Arizona	Show Low	60 S. White Mountain Road	928-532-5700	Murtaugh Dwyer	Jeff John
Arizona	Tempe	2133 W. Warner Rd	480-839-2600	Moyes Hawke	Joel Jeff
Arizona	Tombstone	4 W. Safford St.	520-398-2222	Murtaugh Dwyer	Jeff John
Arizona	Tubac	2551 Frontage Road	520-398-2222	Murtaugh Dwyer	Jeff John
Arizona	Tucson	1670 N. Kolb Rd. #140	520-904-2691	Moyes Hawke	Joel Jeff
Arizona	Tucson	2704 N Soldier Trail	520-390-3870	Murtaugh Dwyer	Jeff John
Arizona	Tucson	4007 E. Paradise Falls Dr. Ste 125	520-877-4940	Murtaugh	Jeff
Arizona	Tucson	6444 E Tanque Verde	520-314-3255	Murtaugh Dwyer	Jeff John
Arizona	Tucson	3037 W. Ina Rd. #121	520-245-6125	Murtaugh Dwyer	Jeff John
Arizona	Tucson	1580 E. Tucson Marketplace Blvd.	520-589-2396	Murtaugh Dwyer	Jeff John
Arizona	Tucson	9172 S. Houghton Rd.	520-585-4720	Murtaugh Dwyer	Jeff John
Arizona	Tucson	6444 E. Tanque Verde Road	602-912-1535	Murtaugh Dwyer	Jeff John
Arizona	Tucson	6444 E. Tanque Verde Road	520-314-3255	Murtaugh Dwyer	Jeff John
Arizona	Tucson	8230 E. Broadway Blvd #W8	520-618-7331	Murtaugh Dwyer	Jeff John
Arizona	Tucson	6760 N. Oracle Road, Suite 130	520-850-6862	Murtaugh Dwyer	Jeff John
Arizona	Tucson	6760 N. Oracle Road	520-877-4940	Murtaugh Dwyer	Jeff John
Arizona	Tucson	6760 N. Oracle Road, Suite 130	520-877-4940	Murtaugh Dwyer	Jeff John
Arizona	Vail	14499 E. Sands Ranch Rd.	520-245-6125	Murtaugh Dwyer	Jeff John
Arizona	Wilcox	200 N. Haskell Ave.	520-589-2396	Murtaugh Dwyer	Jeff John
Arizona	Yuma	331 S. Madison Ave.	928-343-9415	McConnaughay	Christine
Arizona	Yuma	1690 S. 4th Ave.	928-440-6871	Moyes Hawke	Joel Jeff
Arizona	Yuma	593 S. 4th Ave.	928-782-0405	Moyes Hawke	Joel Jeff
Arizona	Yuma	1525 S. 5th Ave.	928-726-7800	Moyes Hawke	Joel Jeff

State	City	Address	Phone	Owner Name(s)	
Arizona	Yuma	1185 S. 4th Ave., Suite C	928-782-2111	Moyes Hawke	Joel Jeff
Arizona	Yuma	2260 S. 4th Ave., Suite D	928-782-7142	Moyes Hawke	Joel Jeff
Arizona	Yuma	2260 S. 4th Ave., Suite E	928-783-8377	Moyes Hawke	Joel Jeff
Arizona	Yuma	11665 S. Fortuna Rd., Suite D	928-342-3420	Moyes Hawke	Joel Jeff
Arizona	Yuma	1700 S. 1st Ave., Suite 201	928-783-7700	Moyes Hawke	Joel Jeff
Arizona	Yuma	2260 S 4th Ave, #B, PO Box 490	928-783-8373	Moyes Hawke	Joel Jeff
California	Agua Dulce	33358 Agua Dulce Canyon Rd.	661-268-6800	Tanner Tanner	Janus Jim
California	Atwater	400 E. Bellevue Rd.	209-357-6700	Hayer	Randy
California	Camarillo	2310 Ponderosa Drive, Ste 21	805-443-9539	Pena	Rick
California	Cerritos	13030 Alondra Blvd., Suite 201	562-262-2500	Howard Lopez	Gary Richard
California	Chula Vista	2240 Otay Lakes Rd., #306	619-300-9700	Dillon	Terri
California	Chula Vista	2518 Catamaran	619-489-5600	Dillon	Terri
California	Clearlake	14375 Olympic Drive	707-461-5130	Zimmerman	Colleen
California	Culver City	6133 Bristol Parkway, Suite 250	310-737-1992	Bledsoe	Peter
California	Downey	8556 Florence Ave, Ste B	562-205-1700	03670	Gil
California	Granada Hills	16852 San Fernando Mission Blvd.	818-492-4663	Orozco	Adrian
California	La Mesa	3653 Avocado Blvd.	619-435-5588	Dillon	Terri
California	La Quinta	78065 Main St., Suite 101	760-771-9090	Roberts Leon Leon	Gary Michael Jill
California	Lakewood	5822 Avenmoor Ave.	562-925-1111	Gonzalez Johnson	Martin Michael
California	Los Alamitos	11292 Los Alamitos Blvd.	562-431-3591	Chamberlain Chamberlain	Dave Craig
California	Mariposa	5065 Highway 140, Suite A&B	209-966-7200	Haver	Randy
California	Merced	189 W. El Portal Dr.	209-385-8500	Hayer	Randy
California	Newhall	24106 Lyons Avenue	661-250-8600	Tanner	Jim
California	Palmdale	5022 W Avenue N, Suite 104	661-272-2727	Genari	Richard
California	Rocklin	3949 Deergrass Cir	916-717-6387	Herron	Chad
California	San Diego	600 B Street	619-404-2191	Celaya	David
California	San Fernando	563 S. Brand Blvd.	818-403-6891	Barcenas	Anthony
California	Santa Clarita	24106 Lyons Ave.	661-286-8600	Tanner Tanner	Janus Jim
California	Solana Beach	153 N Highway 101, Suite 102	858-755-5566	Cohen	Carolyn
California	Temecula	31213 Temecula Parkway, Suite 100	951-326-3100	Lewis	John
California	Tracy	47 W. 6th St.	209-834-2343	Siddiqi	Abdul

State	City	Address	Phone	Owner Name(s)	
California	Upper Lake	9440 Main St.	707-900-5150	Hayer	Randy
California	Valencia	26650 The Old Rd., Suite 300	661-964-1600	Tanner Tanner	Janus Jim
California	Ventura	260 Maple Court, Suite 275	805-670-2424	Davis	Timothy
Florida	Clearwater	3090 Charles Ave.	727-726-3333	Rogers	Linda
Florida	Ft. Lauderdale	2747 E. Oakland Park Blvd.	305-343-2516	Pires	Ricardo
Florida	Ft. Myers	3820 Colonial Blvd.	239-823-6849	Barnes	Kelly
Florida	Jacksonville	13475 Atlantic Blvd, Unit 8	904-683-6107	Vinnick	Bruce
Florida	Key West	3706 N. Roosevelt Blvd., Suite 208 Upper Floor	305-501-4229	Blades	ChelleBe
Florida	Lady Lake	726 US HWY 411	973-807-0087	Durkee	Ken
Florida	Melbourne	415 S. Babcock St., Suite C	321-821-4230	Crawford Crawford	Mary Tim
Florida	Ocala	1010 E. Silver Springs Blvd., Suite E	352-624-2333	Stein	Glenn
Florida	Orlando	2875 S Orange Ave, Suite 540	407-326-6000	Nutt	Christopher
Florida	Ormond Beach	730 S. Atlantic Ave. Ste 101	386-310-8464	Vinnick	Bruce
Florida	Palm Coast	235 Palm Coast Pkwy, Suite 200	386-506-8008	Vinnick	Bruce
Florida	Pomano Beach	643 E. Atlantic Blvd.	954-933-1894	Pires	Ricardo
Florida	Sarasota	4924 Tamiami Trail South	941-957-0833	Cannata	Bob
Florida	Spring Hill	5432 Spring Hill Dr.	352-684-9000	Maracich Hengesbach	Dan Alan
Florida	Summerland Key	24752 Overseas Highway	305-501-4229	Blades	ChelleBe
Florida	The Villages	Liberty Plaza 11714 NE 62 Terrace	352-753-7500	Stein	Glenn
Florida*	Venice	To Be Determined	407-330-4884	Dollar Ostlie	Jen Jeff
Georgia	Dalton	720 S. Glenwood Ave., Suite 210	706-229-9484	Bowman	Ann
Georgia	Hinesville	401 S. Main St.	912-877-6600	Strickland	Susan
Georgia	Savannah	231 Stephenson Ave.	912-355-5557	Williams	Fran
Illinois	Algonquin	2390 Esplanade Dr., Suite 200	847-458-5100	O'Connor	Rick
Illinois	Aurora	316 Lake Street	630-264-7444	Collan	Pat
Illinois	Berwyn	6611 Cermak Rd.	630-201-5588	DeSantos	Chris
Illinois	Crystal Lake	7115 Virginia Rd., Suite 101	815-788-9000	O'Connor	Rick
Illinois	Darien	1310 Plainfield Rd., Suite 2	630-969-8880	Pinc	Jana
Illinois	Glendale Heights	2182 Gladstone Court	630-942-8004	Singh	Gurpreet
Illinois	Hinsdale	28 West Hinsdale Ave.	630-325-3800	Hanna	David
Illinois	Lemont	15400 127th Street	630-243-9500	Budz	Christopher
Illinois	Oakbrook	2625 Butterfield Rd. Suite 138 S	630-769-9050	DeSantos	Chris
Illinois	Orland Park	9999 W. 143rd St.	708-349-1111	Shutay	Robert
Illinois	Palos Hills	11230 S. Southwest Highway	708-974-1000	Biernacki	Valdy
Illinois	Peoria Heights	4450 N. Prospect Rd., Suite S-6	309-760-0700	Catton Catton	Carolyn Jason



State	City	Address	Phone	Owner Name(s)	
Illinois	Shorewood	700 W. Jefferson	815-436-6000	Gregory	Jeff
Illinois	Wheaton	300 E. Roosevelt Rd., Suite 120	630-668-1199	Callan	Pat
Illinois	Yorkville	700 W. Jefferson	815-436-6000	Gregory	Jeff
Indiana	Crown Point	112 W. Clark St.	219-462-2224	Tezak	Michael
Indiana	Schereville	21 E. US Highway 30	219-462-2224	Tezak	Michael
Indiana	Valparaiso	310 E. Lincoln Way	219-462-2224	Tezak	Michael
Kansas	Hutchinson	111 E. 30th Ave.	620-662-7577	Davis	Jim
Kansas	Lansing	102 E. Olive	913-727-1922	Summers	Steve
Kansas	Lawrence	1037 Vermont St.	785-841-2400	Hedges	Bryan
Kansas	Leawood	11401 Ash	913-642-4888	Summers	Steve
Kansas	Leawood	11401 Ash	913-642-4888	Summers	Steve
Kansas	Manhattan	2316 Anderson Ave.	785-539-9333	Weis Weis	Linda Jerry
Kansas	Mulvane	1224 SE Louis Dr.	316-777-1825	Paul	Diane
Kentucky	Taylor Mill	5512 Taylor Mill Rd.	859-344-0800	Cahill	Cindy
Louisiana	Hammond	200 E. Charles St.	985-956-7477	Di Vittorio	Sam
Louisiana	Prairieville	15615 Airline Highway, Suite B	225-677-7772	Binns	Gary
Maryland	Burtonsville	3919 National Dr., Suite 310	301-476-7700	Burgess	John
Massachusetts	Brewster	15 Cape Lane	508-896-3200	Coy Waldron Whitehurst, Jr.	Christopher Tim Stephen T.
Massachusetts	Brewster	15 Cape Lane	508-896-3200	Coy Waldron Whitehurst, Jr.	Christopher Tim Stephen T.
Massachusetts	Brewster	15A Cape Lane	508-896-3200	Coy Waldron Whitehurst, Jr.	Christopher Tim Stephen T.
Massachusetts	Concord	300 Baker Avenue, Suite 300	508-879-0660	Marks	Alan
Massachusetts	Framingham	1253 Worcester Rd., Suite 104	508-879-0660	Daly Marks	Rob Alan
Massachusetts	Holliston	21 Central St.	508-429-7391	Daly Marks	Rob Alan
Massachusetts	Natick	10 W. Central St.	508-653-7329	Daly Marks	Rob Alan
Massachusetts	Taunton	174 Dean St.	508-880-0900	Silva	Manuel
Massachusetts	Waltham	144 Moody St., Bldg. 24, 2nd Floor	781-894-4000	Koufos	Ari
Massachusetts	Watertown	55 School St.	617-923-7778	Koufos	Ari
Massachusetts	Wellesley	3 Forest Street	508-879-0660	Marks	Alan
Massachusetts	Woburn	48 Pleasant St.	781-935-2626	Marsh	Pat
Michigan	Chesterfield	34095 23 Mile	586-684-3609	Sheridan	Lori
Michigan	Dearborn	13039 Michigan Ave.	313-581-5002	Dakroub	Zena
Michigan	Lapeer	1022 S. Lapeer Rd.	810-667-1700	Megie	Raymond

State	City	Address	Phone	Owner Name(s)	
Michigan	Port Huron	3543 Pine Grove Ave.	810-982-1400	Locricchio	Frank
Michigan	Rochester	330 East Street	810-300-1650	Locricchio	Frank
Michigan	Shelby Township	49433 Hayes Road, Suite A	586-726-4600	Locricchio	Frank
Michigan	St. Joseph	815 Main St.	269-983-7721	Heaps	Paul
Michigan	Troy	400 E. Big Beaver Road	248-817-5776	Locricchio	Frank
Michigan	Washington	58047 Van Dyke, Suite 202	586-786-4617	Locricchio	Frank
Minnesota	Alexandria	504 3rd Ave. E	320-763-4255	Holm	Doug
Minnesota	Blaine	9140 Baltimore St. NE, Suite 110	763-267-6500	Artz	Adam
Minnesota	Mankato	196 St. Andrews Dr. Ste 200	507-720-6725	Cavalancia	Barry
Minnesota	Plymouth	3525 Plymouth Blvd. Ste 107	952-767-5300	Cavalancia	Barry
Minnesota	Plymouth	3525 Plymouth Blvd. Ste 107	952-767-5300	Cavalancia	Barry
Minnesota	West St. Paul	33 E. Wentworth Ave., Suite 250	651-365-0230	Karth	Marv
Mississippi	Hattiesburg	118 Lamar Blvd. Ste. 10	601-268-1600	Stroo	Jim
Mississippi	Petal	1140 Evelyn Gandy Parkway, Ste 20	601-909-9360	Stroo	Jim
Mississippi	Ridgeland	733 Lake Harbour Dr., Suite I	601-605-6066	Findlay	Sacia
Missouri	Cottleville	984 Knaust Rd.	636-387-7060	Roark	Jerry
Missouri	Eureka	54 The Legends Parkway, #156	636-777-2800	Maher Maher	Kim Chuck
Missouri	Festus	344 Festus Centre Dr.	636-931-9800	Callahan	Cindy
Missouri	Gladstone	100 NW Englewood Rd	816-453-9100	Summers	Steve
Missouri	House Springs	123 Osage Executive Circle	636-677-6800	Maher Maher	Kim Chuck
Missouri	Imperial	1242 Main Street, Suite A	636-900-9550	Summers	Steve
Missouri	Imperial	1242 Main Street, Suite A	636-900-9550	Summers	Steve
Missouri	Independence	4800 S. Cochise Drive	816-228-1200	Summers	Steve
Missouri	Joplin	2902 Arizona Ave., Suite 2	417-782-5552	Lanier	Lorraine
Missouri	Lebanon	872 S. Jefferson	417-588-7000	Spencer	Pete
Missouri	Lee's Summit	100 NE Tudor Rd.	816-246-7500	Summers	Steve
Missouri	Pacific	208 W. St. Louis St.	636-271-5555	Maher Maher	Kim Chuck
Missouri	Rolla	414 S. Bishop	573-308-4663	Ferrell Ferrell	Caroleen Floyd
Missouri	St. Louis	12016 Tesson Ferry Rd., Suite A	314-756-9100	Matoushek Matoushek	Ron Geraldine
Missouri	St. Robert	920 Missouri Ave.	573-336-2206	Holbrook McAninch	Dave Nicki
Missouri	Washington	1815 E. 5th St.	636-900-9550	Summers	Steve
Montana	Bozeman	1924 W. Stevens, Suite 201	406-582-0250	Zalac	Jason
Nevada	Henderson	770 Coronado Center Drive, Ste 100	702-777-1234	Harbison	Laura
Nevada	Las Vegas	331 N. Buffalo Dr. #110	702-583-3343	Hayes	Alan
Nevada	Las Vegas	6240 N. Durango Dr. Ste 115	702-932-8295	Shane	Scott

State	City	Address	Phone	Owner Name(s)	
Nevada	Pahrump	3250 S. Highway 160, Suite 11	775-727-5858	Opatik	Norma Jean
New Jersey	Brick	263 Brick Blvd., Suite 1	732-262-0808	Campelo	Maria
New Jersey	Byram Twp.	276 Route 206	973-347-3700	Radford Poskitt	Doug Kyle
New Jersey	Dover	34 E. Blackwell Street	973-361-9090	Radford Poskitt	Doug Kyle
New Jersey	Fairfield	271 US Highway 46 W	973-586-9330	Radford Poskitt	Doug Kyle
New Jersey	Fairfield	271 US Highway 46 W	973-586-9330	Radford Poskitt	Doug Kyle
New Jersey	Hamburg	10 Vernon Ave	973-827-6767	Radford Poskitt	Doug Kyle
New Jersey	Hamburg	3 Wild Turkey Way	973-827-7725	Radford Poskitt	Doug Kyle
New Jersey	Kinnelon	1167 Route 23 South	973-838-6990	Radford Poskitt	Doug Kyle
New Jersey	Lake Hopatcong	832 NJ-15	973-586-9330	Radford Poskitt	Doug Kyle
New Jersey	Little Falls	245 Patterson Ave.	973-341-4057	Radford Poskitt	Doug Kyle
New Jersey	Nutley	653 Franklin Ave	973-846-0065	De Fede	Matthew
New Jersey	Parsippany	113 Parsippany Rd.	973-887-0095	Radford Poskitt	Doug Kyle
New Jersey	Pine Brook	263 Changebridge Road, Suite 6	973-263-9200	Radford Poskitt	Doug Kyle
New Jersey	Pompton Plains	363 State Route 23 South	973-305-5880	Radford Poskitt	Doug Kyle
New Jersey	Randolph	419 Route 10 East	973-598-1200	Radford Poskitt	Doug Kyle
New Jersey	Saddle Brook	15 N. 5 <sup>th</sup> Street	973-607-2001	Radford Poskitt	Doug Kyle
New Jersey	Sparta	54 Woodport Road	973-729-7141	Radford Poskitt	Doug Kyle
New Jersey	Vernon	294 Route 94 North	973-764-0900	Radford Poskitt	Doug Kyle
New Jersey	Wayne	1501 Hamburg Turnpike	973-696-8800	Radford Poskitt	Doug Kyle
New Jersey	West Milford	1433 Union Valley Road	973-728-3338	Radford Poskitt	Doug Kyle
New Mexico	Albuquerque	2440 Louisiana Blvd NE	505-750-0030	Romero	Juan
New York	Astoria	32-56 Steinway St.	718-274-2400	Lagoudis Lagoudis	Steve Kelly
New York	Astoria	3256 Steinway St.	800-305-5001	Lagoudis	John
New York	Floral Park	244-06 Jericho Turnpike	516-437-8080	Winnie May Winnie	Dennis John Loretta
New York	Poughkeepsie	1060 Freedom Plains Rd.	845-485-9960	Williams	Matt
New York	Woodhaven	89-04 Jamaica Ave.	347-489-5506	Loubriel	Juan
North Carolina	Denver	3688 N NC HWY 16	828-328-8900	Spencer	Kevin

State	City	Address	Phone	Owner Name(s)	
North Carolina	Greensboro	1400 Battleground Ave., Suite 144A	336-379-1188	Johnston Cottrell	Steve James
North Carolina	Hickory	785 Highway 70 SW	828-328-8900	Spencer	Kevin
North Carolina	Southport	P.O. Box 11303	910-454-4244	Nutley	Janet
North Carolina	Winston-Salem	1316 Westgate Center Dr.	336-768-5878	Adamson	Michael
Ohio	Columbus	4701 Olentangy River Rd., Suite 204	614-261-1935	Stoffer Stoffer	Donald Kenneth
Ohio	Sandusky	1604 East Perkins Ave., Suite 101	419-625-2752	Warner	Lance
Oregon	Grants Pass	856 NE 7th St.	541-494-3932	Barnett Barnett	Chris Stefani
Pennsylvania	Hawley	240 Main Ave., 2 <sup>nd</sup> Floor	973-586-9330	Radford Poskitt	Doug Kyle
Pennsylvania	Lake Ariel	1315 Hamlin Highway	973-586-9330	Radford Poskitt	Doug Kyle
Pennsylvania	Milford	209 E. Hartford	570-296-5800	Radford Poskitt	Doug Kyle
Pennsylvania	Pocono Pines	Route 940	570-213-5200	Cramer Cramer	Sara Deirdre
Pennsylvania	Skippack	1258 Bridge Rd., P.O. Box 1249	610-584-3000	Augustine Mignot	Bruce Mickey
Pennsylvania	Stroudsburg	405 Dogwood Rd.	570-476-2424	Cramer Cramer	Sara Deirdre
Pennsylvania	Wind Gap	31 W. First St.	610-863-8444	Kessler Kessler	Joe Nancy
Tennessee	Dickson	103 Sylvis Street	615-802-2000	Bullington	Paul
Tennessee	Greeneville	1332 Tusculum Blvd., Suite 2	423-639-3465	Ricker	Vickie
Tennessee	Knoxville	10255 Kingston Pike	865-693-3232	Fogarty Rodgers Stanley McGill	Steve Tony Nancy Pat
Tennessee	Knoxville	3232 Tazewell Pike	865-693-3232	Fogarty Rodgers Stanley McGill	Steve Tony Nancy Pat
Tennessee	Knoxville	8915 Linksvue Dr.	865-531-2020	Fogarty Rodgers Stanley McGill	Steve Tony Nancy Pat
Tennessee	Knoxville	410 Montbrook Lane	865-588-3232	Fogarty Rodgers Stanley McGill	Steve Tony Nancy Pat
Tennessee	Knoxville	124 N. Winston Road	865-577-7653	Fogarty	Steve
Tennessee	Knoxville	124 N. Winston Road	865-803-3558	Fogarty Rodgers Stanley McGill	Steve Tony Nancy Pat
Tennessee	Knoxville	10330 Hardin Valley Road	865-999-7348	Boatwright	Britany

State	City	Address	Phone	Owner Name(s)	
Tennessee	Knoxville	323 Union Ave.	865-805-8222	Basila	Kyle
Tennessee	Maryville	1213 W. Lamar Alexander Parkway	865-983-0011	Fogarty Rodgers Stanley McGill	Steve Tony Nancy Pat
Tennessee	Maryville	537 W. Lamar Alexander Parkway	865-888-7653	Fogarty	Steve
Tennessee	Maryville	819 W Broadway Avenue	865-983-9424	Fogarty	Steve
Tennessee	Oak Ridge	101 N. Rutgers Ave.	865-482-3232	Fogarty Rodgers Stanley McGill	Steve Tony Nancy Pat
Tennessee	Powell	2322 W. Emory Road	865-482-3232	Fogarty	Steve
Tennessee	Seymour	405 Boyds Creek Hwy	865-505-1000	Bailey	Justin
Tennessee	Sweetwater	307 North Main Street	423-836-9494	Fogarty	Steve
Texas	Alvarado	111 S Friou St.	817-790-6611	Neeley	Linda
Texas	Austin	13740 Research Blvd., Suite D-2	512-387-9999	Neuman Esparza	Michael Roman
Texas	Austin	13740 Research Blvd., Suite D-2	512-716-0300	Neuman Esparza	Michael Roman
Texas	Corpus Christi	4613 B S Staples	361-502-6100	Neuman	Michael
Texas	Corpus Christie	15033 South Padre Island Dr, Suite 2	361-502-6100	Neuman	Michael
Texas	Del Rio	3806 Venerans Blvd, Suite A	830-215-1515	Sanchez Salinas-Sanchez	Armando Doris
Texas	Eagle Pass	2557 N. Veterans Blvd., Suite C	830-758-1034	Sanchez Salinas-Sanchez	Armando Doris
Texas	Frisco	4760 Preston Rd., #244-310	210-267-7047	Ortiz	Debbie
Texas	Houston	4207 N. Main St.	713-688-8844	Torres	Robert
Texas	Keller	807 Bluebonnet Dr., Suite A	817-337-9595	Patterson	Kent
Texas	Kerrville	512 Sidney Baker Guadalupe Plaza, Suite 120	830-315-2000	Irvin Dye Douglass Douglass Irvin	Rob Steve Brandon Erin Jere
Texas	Killeen	2710 S. Fort Hood Rd.	254-519-2080	Mayhorn	Raye
Texas	McAllen	1821 N 23rd Street, Ste 203	361-502-6100	Neuman	Michael
Texas	Port Aransas	202 N. Alister	361-800-2529	Neuman	Michael
Texas	Rockport	615 South Bronte St.	361-800-2529	Neuman	Michael
Texas	San Antonio	17806 Interstate Hwy 10	210-819-7336	Sanchez	Doris
Texas	San Antonio	13333 Blanco Rd., #104	210-493-0020	Brown Brown	Rick Mavis
Texas	San Antonio	3619 Paesanos Parkway, Suite 206	210-370-3618	Ortiz	Debbie
Texas	Spring	6822 Root Rd.	281-370-9010	Torres	Keno
Texas	The Woodlands	2203 Timberloch, Suite 100	281-784-6800	Kloos	Terry

State	City	Address	Phone	Owner Name(s)	
Utah	St. George	590 E. St. George Blvd.	435-628-1677	Jensen	Jerry
Washington	Bellevue	13112 NE 20th St., #100	425-646-8557	Bell Herrmann	Ken Crystal
Washington	Moses Lake	8420 Aspi Blvd., Suite 5	509-498-2055	Bell Herrmann	Ken Crystal
Wisconsin	Brookfield	13005 W. Bluemound Rd.	262-783-7080	Schaechterle	Dale
Wisconsin	Cedarburg	W61N306 Washington Ave., Suite 203	262-377-6099	Schaechterle	Dale
Wisconsin	East Troy	2887 Main St.	262-642-3363	Schaechterle	Dale
Wisconsin	Elkhorn	101 W. Evergreen Parkway	262-957-4319	Gallamore	Shelley
Wisconsin	Fitchburg	5940 Seminole Centre Court, Suite 310	608-661-7900	Spransy	Dan
Wisconsin	Fitchburg	6317 McKee Road, Suite 100	608-310-7346	Spransy	Dan
Wisconsin	Glendale	4655 N. Port Washington Rd., Suite 300	414-906-4500	Schaechterle	Dale
Wisconsin	Hales Corners	5428 South 108th St.	414-529-7000	Prom	Billy
Wisconsin	Hartland	810 Cardinal Lane	262-369-8900	Schaechterle	Dale
Wisconsin	Hartland	810 Cardinal Lane	262-369-8900	Schaechterle	Dale
Wisconsin	Janesville	1521 Randolph Rd., Ste A	608-756-3932	Fournais	Erik
Wisconsin	Madison	2802 Coho St, Ste 202	608-661-7900	Spransy	Dan
Wisconsin	Madison	1726 Eagan Rd.	608-661-7900	Spransy	Dan
Wisconsin	McFarland	5708 US Highway 51	608-579-1137	John	Gina Marie
Wisconsin	Mount Horeb	200 West Main St.	608-437-5099	Johnson	Jenny
Wisconsin	Mukwonago	103 Lake St, Unit A	262-957-4319	Gallamore	Shelley
Wisconsin	Port Washington	313 W. Grand Ave.	262-421-6150	Bretl	Troy
Wisconsin	Suamico	3208 Anston Road	920-393-7833	Schaechterle	Dale
Wisconsin	Watertown	1507 E. Main St.	920-261-6727	Kuenzi	Brad
Wisconsin	Waukesha	S30 W24896 Sunset Dr.	262-899-5462	Gallamore	Shelley

\*These REALTY EXECUTIVES locations were not open as of December 31, 2022.

**Part B (Former Franchisees as of December 31, 2022)**

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)	
Arizona	Prescott Valley	928-775-0777	Bonnell	Don
California	Carlsbad	760-438-8315	Clark	Bill
California	Gold River	916-753-5875	Cering	William
California	Huntington Beach	949-629-4293	Whaley	Krystal
California	Merced	209-385-8500	Hayer	Randy
California	Pico Rivera	562-205-1700	Legaspi	Gil
California	Riverside	951-213-3500	Mead	Doug
California	San Jose	408-286-8100	Espino	Andrew
California	Vista	760-758-2300	Clark	Christine
Florida	Clermont	888-214-2123	Clark	Thomas
Kansas	Augusta	316-775-7717	Sudduth	Mark
Minnesota	Waite Park	320-230-4663	Klocker	Sandra
Missouri	Cape Girardeau	573-335-8111	Cole	Bill
Missouri	Farmington	636-931-9800	Callahan	Cindy
Missouri	Jackson	573-243-2555	Martin	Jeffery
New Jersey	Elmwood Park	973-607-2001	Rojas	Jessica
New Jersey	Oakland	201-891-8085	Poskitt	Kyle
Ohio	Columbus	614-457-4000	Hatfield	Kelli
Ohio	Springdale	513-873-1019	Hatfield	Kellie
Tennessee	Maryville	865-984-1111	Fogarty	Steve
Tennessee	Newport	423-248-2428	Whaley	Krystal
Tennessee	Pigeon Forge	865-280-1694	Whaley	Krystal
Tennessee	Sevierville	865-325-2068	Whaley	Krystal
Virginia	Newport News	757-594-9727	McKinney	Frank

\*These outlets were terminated prior to opening.

EXHIBIT "H"  
TO  
DISCLOSURE DOCUMENT

**Financial Statements**

*[See Attached]*



**REALTY EXECUTIVES INTL. SVCS. LLC**  
**FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**



CPAs | CONSULTANTS | WEALTH ADVISORS

[CLAconnect.com](http://CLAconnect.com)

**REALTY EXECUTIVES INTL. SVCS. LLC  
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CliftonLarsonAllen LLP  
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## INDEPENDENT AUDITORS' REPORT

Member  
Realty Executives Intl. Svcs. LLC  
Scottsdale, Arizona

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of Realty Executives Intl. Svcs. LLC (a wholly owned subsidiary of New REI Holdings, LLC), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Realty Executives Intl. Svcs. LLC as of December 31, 2022 and 2021, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Realty Executives Intl. Svcs. LLC 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.

#### ***Change in Accounting Principle***

As discussed in Note 1 to the financial statements, in 2022 the Company adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-of-use asset and corresponding liability for all operating and finance leases with lease terms greater than one year. Our opinion is not modified with respect to this matter.

#### ***Responsibilities of Management for the Financial Statements***

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Realty Executives Intl. Svcs. LLC's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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(1)

Member  
Realty Executives Intl. Svcs. LLC

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 Realty Executives Intl. Svcs. LLC'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 Realty Executives Intl. Svcs. LLC'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.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Phoenix, Arizona  
March 28, 2023

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**BALANCE SHEETS**  
**DECEMBER 31, 2022 AND 2021**

<b>ASSETS</b>	2022	2021
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 1,157,392	\$ 1,209,786
Royalty Accounts Receivable, Net	443,062	382,456
Prepaid Expenses	50,429	38,469
Total Current Assets	1,650,883	1,630,711
<b>PROPERTY AND EQUIPMENT, Net</b>	847,420	139,620
<b>OPERATING ROU ASSET, Net</b>	3,324,764	-
<b>OTHER ASSETS</b>		
Intangible Assets, Net	762,721	1,056,617
Other Assets	854	854
Total Other Assets	763,575	1,057,471
 Total Assets	 \$ 6,586,642	 \$ 2,827,802
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 376,270	\$ 653,034
Accrued Expenses	49,169	66,541
Related Party Payable	-	80,044
Due to Member	200,000	200,000
Current Lease Liability - Operating	321,052	-
Total Current Liabilities	946,491	999,619
<b>NONCURRENT LIABILITIES</b>		
Lease Liability Operating, Net of Current Portion	3,009,033	-
Total Noncurrent Liabilities	3,009,033	-
 Total Liabilities	 3,955,524	 999,619
<b>MEMBER'S EQUITY</b>	2,631,118	1,828,183
 Total Liabilities and Member's Equity	 \$ 6,586,642	 \$ 2,827,802

See accompanying Notes to Financial Statements.

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**REALTY EXECUTIVES INTL. SVCS. LLC**  
**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022	2021
<b>REVENUE</b>		
Franchise Royalties, Office, Trademark, and Advertising Fees	\$ 5,486,676	\$ 5,629,464
Initial Franchise Fees	16,600	5,000
Marketing Service Fees	243,782	250,987
Other Operating Revenues	211,790	45,290
Total Revenue	5,958,848	5,930,741
<b>OPERATING EXPENSES</b>	4,430,057	4,293,110
<b>INCOME FROM OPERATIONS</b>	1,528,791	1,637,631
<b>OTHER INCOME (EXPENSE)</b>		
Loan Forgiveness Income	-	234,200
Miscellaneous Expense	-	(67,712)
Total Other Income (Expense)	-	166,488
<b>NET INCOME</b>	\$ 1,528,791	\$ 1,804,119

*See accompanying Notes to Financial Statements.*

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**REALTY EXECUTIVES INTL. SVCS. LLC  
STATEMENTS OF MEMBER'S EQUITY  
YEARS ENDED DECEMBER 31, 2022 AND 2021**

<b>BALANCE - DECEMBER 31, 2020</b>	\$ 1,524,064
Net Income	1,804,119
Distributions to Member	<u>(1,500,000)</u>
<b>BALANCE - DECEMBER 31, 2021</b>	1,828,183
Net Income	1,528,791
Distributions to Member	<u>(725,856)</u>
<b>BALANCE - DECEMBER 31, 2022</b>	<u>\$ 2,631,118</u>

*See accompanying Notes to Financial Statements.*

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**REALTY EXECUTIVES INTL. SVCS. LLC**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net Income	\$ 1,528,791	\$ 1,804,119
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	382,638	365,930
Noncash Lease Expense	5,321	-
Paycheck Protection Program Loan Forgiveness	-	(234,200)
Change in Allowance for Doubtful Accounts	(206,777)	(85,468)
Changes in Operating Assets and Liabilities:		
Royalty Accounts Receivable	146,171	276,766
Prepaid Expenses	(11,960)	453
Accounts Payable	(276,764)	321,214
Related Party Payable	(80,044)	80,044
Accrued Expenses	(17,372)	4,970
Net Cash Provided by Operating Activities	<u>1,470,004</u>	<u>2,533,828</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Acquisition of Property and Equipment	(796,542)	(104,973)
Net Cash Used by Investing Activities	<u>(796,542)</u>	<u>(104,973)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on Contingent Consideration	-	(63,500)
Distributions to Member	(725,856)	(1,500,000)
Net Cash Used by Investing Activities	<u>(725,856)</u>	<u>(1,563,500)</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	(52,394)	865,355
Cash and Cash Equivalents - Beginning of Year	<u>1,209,786</u>	<u>344,431</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 1,157,392</u>	<u>\$ 1,209,786</u>
<b>SUPPLEMENTAL DISCLOSURES AND NONCASH TRANSACTIONS</b>		
Right-of-Use Asset Obtained in Exchange for Lease Liability	<u>\$ 3,645,949</u>	<u>\$ -</u>

See accompanying Notes to Financial Statements.

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**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Realty Executives Intl. Svcs. LLC (the Company) was organized on April 1, 2014 as a wholly owned subsidiary of New REI Holdings, LLC (Parent) in the state of Arizona to become a franchisor of real estate sales offices under the trade name of Realty Executives.

Domestic franchise activity for the year ended December 31, 2022 is as follows:

	2022	2021
Franchised Locations:		
Beginning Store Count	278	285
Recharacterized as Franchise Locations	44	-
Store Openings	27	19
Store Closings	(35)	(26)
Ending Store Count	314	278
Corporate Owned Locations:		
Beginning Store Count	44	18
Recharacterized as Franchise Locations	(44)	-
Store Openings	-	34
Store Closings	-	(8)
Ending Store Count	-	44
Total Ending Store Count	314	322

In 2022, the 44 corporate locations were recharacterized as franchised locations to the Company. In addition to the franchises above, at December 31, 2022 and 2021, there were 47 and 54 real estate office franchises operating outside of the United States, respectively.

On April 14, 2014, the Company purchased material assets and operations from Realty Executives International, Inc.

Franchise and/or similar license arrangements have been sold throughout the United States, Mexico, Canada, Australia, Israel, Lebanon, Egypt, Jordan, Gulf Countries, Saudi Arabia, Qatar, United Arab Emirates, Oman, Bahrain, Kuwait, and Turkey.

**Basis of Presentation**

The financial statements are presented on the accrual basis of accounting.

**Accounting Estimates**

Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cash and Cash Equivalents**

For the purpose of the statements of cash flows, the Company considers highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

**Restricted Cash**

Restricted cash includes funds held for benefit of the Marketing Fund (see Note 2).

**Concentrations and Credit Risk**

The Company maintains checking and savings accounts with quality financial institutions. At times, cash balances may exceed the amount insured by the Federal Deposit Insurance Corporation.

Concentration of risk with respect to revenue exists because the Company's main source of revenue arises from franchise royalty and fees from real estate franchisees. These sources of revenue are related to sales of real property, which typically are affected by general economic conditions and mortgage interest rates. As of December 31, 2022 and 2021, there was not a specific revenue concentration with an individual franchisee.

**Royalty Accounts Receivable**

Royalty accounts receivable consists primarily of franchise royalty fees and receivables from franchised facilities. Outstanding balances are stated at the amount the Company expects to collect. Management reviews royalty collections on a regular basis to evaluate collectability. When all collection efforts have been exhausted, accounts deemed uncollectible are written off. An allowance for doubtful accounts is determined based on management's evaluation of historical losses and the financial stability of its franchisees. At December 31, 2022 and 2021, the Company recorded an allowance of \$389,242 and \$596,019, respectively.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation and are depreciated using the straight-line method over the estimated useful lives of the assets as follows:

Computer and Equipment	3 to 5 Years
Furniture and Fixtures	7 Years
Leasehold Improvements	Lesser of Lease Term or Useful Life

**Intangible Assets**

The Company evaluates identifiable intangible assets not subject to amortization for impairment on an annual basis, or more frequently when events or changes in circumstances indicate that it is more likely than not that an asset is impaired. The Company evaluates intangible assets that are subject to amortization when circumstances indicate that it is more likely than not that an asset is impaired. Such circumstances could include, but are not limited to, a significant decrease in the market value of an asset or a significant adverse change in the extent or manner in which an asset is used or in its physical condition.

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REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Intangible Assets (Continued)**

The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds the fair value of the asset. The fair value is measured based on various valuation techniques, including the discounted value of estimated future cash flows. The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts.

At December 31, 2022 and 2021, there was no impairment of intangible assets. Intangibles that do not have indefinite lives are amortized on a straight-line basis over the estimated useful lives of the assets.

**Revenue Recognition**

The Company recognizes revenue from contracts with customers in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers (Topic 606)*. Under Topic 606, the Company performs the following five steps: (1) identify the contract(s) with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

The Company grants to the franchisee the nonexclusive right to use the trademark name of "Realty Executives" and to receive the Realty Executive system and services during the term of the franchise. The franchisee is obligated to pay the Company continuing fees, including royalties and monthly fees. Monthly fees include service fees, office fees, marketing fund fees, and technology fees. In some cases franchisees pay an initial franchise fee at the inception of the contract.

*Royalties and Monthly Fees:*

Royalties and monthly fees can be assessed on an ala-carte basis by service or calculated on a flat fee based on a monthly minimum using one of two models. The flex model is based on gross commission income. The all-inclusive model starts at a monthly minimum and increases incrementally based on transaction fees (relative to sales price) during the month. The franchise agreement royalties are considered a single performance obligation and recognized at a point in time as the royalties are billed to franchisees on a monthly basis for which the fees are earned. The Company's standard terms and conditions generally require payment within 30 days from the invoice date.

The related fees are based on monthly minimums or the number of agent/offices under the franchisee. The franchise agreement inclusive of the office and advertising fees are considered separate performance obligations under the franchise agreement.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition (Continued)**

*Royalties and Monthly Fees (Continued):*

The related fees are earned over 30 days or less and the Company recognizes the revenue from these fees at a point in time. These fees are billed to franchisees on a monthly basis for the month in which the fees are earned. The Company's standard terms and conditions generally require payment within 30 days from the invoice date.

*Franchise Fees and Renewal Fees:*

The initial franchise fee is the amount paid to create the franchise affiliation and to provide some beginning assistance. The term of the franchise agreement is for 10 years with three options to renew at five years each. Initial franchise fees are related to services that are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. The Company has the ability to waive the initial franchise fee and renewal fees at their discretion. The Company has evaluated the impact of recognizing the franchise fees over the term of the agreement and has determined that it is not material. As a practical matter the Company recognizes the franchise fee at the time of execution of the contract.

The following is a summary of the Company's accounts receivable:

	December 31, 2022	December 31, 2021	January 1, 2021
Accounts Receivable	\$ 443,062	\$ 382,456	\$ 573,754

**Allocations from Parent**

The Company is a wholly owned subsidiary of the Parent. The Parent does not allocate expenses on a consolidated basis. Each entity contains those expenses related to its own operations.

**Advertising**

The Company expenses advertising costs as incurred. For the years ended December 31, 2022 and 2021, advertising expense was \$331,398 and \$363,554, respectively.

**Income Taxes**

The Company is treated as a disregarded entity for federal income tax purposes. Consequently, federal income taxes are not payable, or provided for, by the Company. The Company's member is taxed individually on its share of the Company's earnings. The Company's income or loss is allocated to the member in accordance with the Company's operating agreement. The Company pays income and other taxes to various states based on gross revenue.

The Company follows the income tax standard for uncertain tax positions. The Company recognized no liability for uncertain tax positions as of December 31, 2022 and 2021.

REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Adoption of New Accounting Standards**

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. This new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the requirements of the guidance effective January 1, 2022 and has elected to apply the provisions of this standard to the beginning of the period of adoption. Lease disclosures for the year ended December 31, 2021 are made under prior lease guidance in FASB ASC 840.

The Company elected the available practical expedients to account for existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement. The Company also elected the practical expedient to use a risk-free discount rate for the lease calculation.

As a result of the adoption of the new lease accounting guidance, the Company recognized on January 1, 2022 a lease liability of \$3,645,949, which represents the present value of the remaining operating lease payments of \$3,966,429, discounted using the risk-free rate of approximately 1.6%, and a right-of-use asset of \$3,645,949, which represents the operating lease liability net of adjustment, of which there were none.

The standard had a material impact on the balance sheets but did not have an impact on the statements of operations or cash flows. The most significant impact was the recognition of ROU assets and lease liabilities for operating leases.

**Leases**

The Company leases an office space that is required to be recorded under the new standard. The Company determines if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use (ROU) asset, other current liabilities, and operating lease liabilities on the balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. As most of leases do not provide an implicit rate, the Company uses a risk-free rate based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset also includes any lease payments made and excludes lease incentives.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Leases (Continued)**

The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company has elected to recognize payments for short-term leases with a lease term of 12 months or less as expense as incurred and these leases are not included as lease liabilities or right of use assets on the balance sheet.

The Company has elected not to separate nonlease components from lease components and instead accounts for each separate lease component and the nonlease component as a single lease component.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

**Subsequent Events**

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 28, 2023, the date the financial statements were available to be issued.

**NOTE 2 RESTRICTED CASH**

The Company is responsible for the direction and administration of the Marketing Fund program on behalf of the Franchisees, as provided for in its franchise agreements. Accordingly, each franchisee is required to contribute to this program. The Company assesses Marketing Fund contributions due from franchisees at a flat rate based on franchise type, as defined in its franchise disclosure document. The amounts received in the Marketing Fund are restricted for designated use. Amounts not used for current year expenditures are retained for future programs. The Marketing Fund account had a balance of \$6,607 and \$19,676 at December 31, 2022 and 2021, respectively.

**NOTE 3 PROPERTY AND EQUIPMENT**

A summary of the property and equipment at December 31, 2022 and 2021 is as follows:

	2022	2021
Computers and Equipment	\$ 78,199	\$ 73,482
Furniture and Fixtures	58,184	32,716
Leasehold Improvements	908,433	142,075
Total	1,044,816	248,273
Less: Accumulated Depreciation	(197,396)	(108,653)
Property and Equipment, Net	\$ 847,420	\$ 139,620

Depreciation expense was \$88,742 and \$26,525 for the years ended December 31, 2022 and 2021, respectively.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 4 INTANGIBLE ASSETS**

Intangible assets and estimated remaining useful lives of intangible assets at December 31, 2022 and 2021 are as follows:

	Franchise Contracts Trademarks	Gross Carrying Amount	Accumulated Amortization	10 Years Indefinite Net Carrying Amount
<u>December 31, 2022</u>				
Franchise Contracts		\$ 2,973,124	\$ (2,474,403)	\$ 498,721
Trademarks		264,000	-	264,000
Total		<u>\$ 3,237,124</u>	<u>\$ (2,474,403)</u>	<u>\$ 762,721</u>
<u>December 31, 2021</u>				
Franchise Contracts		\$ 2,973,124	\$ (2,180,507)	\$ 792,617
Trademarks		264,000	-	264,000
Total		<u>\$ 3,237,124</u>	<u>\$ (2,180,507)</u>	<u>\$ 1,056,617</u>

Amortization expense for the years ended December 31, 2022 and 2021 was \$293,896 and \$339,405, respectively.

Future amortization expense as of December 31, 2022 is as follows:

<u>Year Ended December 31,</u>	<u>Amount</u>
2023	\$ 250,461
2024	118,937
2025	60,675
2026	68,648
Total	<u>\$ 498,721</u>

**NOTE 5 MEMBER'S EQUITY**

The Company has one class of membership interest and is 100% owned by a single member.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 6 LEASES**

**Leases – ASC 842**

The Company leases an office facility under a long-term, noncancelable lease agreement that expires June 2027 with a five-year renewal option. In the normal course of business, it is expected that the lease will be renewed. The facility lease has fixed increases in future minimum monthly rental payments based on the agreement.

The following table provides quantitative information concerning the Company's leases.

	2022
Operating lease cost	\$ 377,755
<b>Other Information</b>	
Cash paid for amounts included in the measurement of lease liability:	
Operating cash flows from operating lease	\$ 372,434
Right-of-use assets obtained in exchange for new operating lease liability:	3,645,949
Weighted-average remaining lease term - operating lease	9.4 years
Weighted-average discount rate - operating lease	1.63%

The Company classifies the total undiscounted lease payments that are due in the next 12 months as current. A maturity analysis of annual undiscounted cash flows for lease liabilities as of December 31, 2022, is as follows:

Year	Amount
2023	\$ 372,435
2024	372,435
2025	372,435
2026	372,435
2027	378,021
Thereafter	1,726,234
Total Lease Payments	3,593,995
Less: Interest	(263,910)
Present Value of Lease Liability	\$ 3,330,085

**Operating Leases – ASC 840**

The Company elected to apply the provisions of FASB ASC 842 to the beginning of the period of adoption, through a cumulative effect adjustment, with certain practical expedients available. Lease disclosures for the year ended December 31, 2021 are made under prior lease guidance in FASB ASC 840.



**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2022 AND 2021**

**NOTE 6 LEASES (CONTINUED)**

**Operating Leases – ASC 840 (Continued)**

Rent expense under the lease agreement was \$383,317 for the year ended December 31, 2021.

Future minimum lease payments under noncancelable lease arrangements were as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2022	\$ 228,183
2023	228,183
2024	228,183
2025	228,183
2026	228,183
Thereafter	114,091
Total	<u>\$ 1,255,006</u>

**NOTE 7 RELATED PARTY TRANSACTIONS**

During the years ended December 31, 2022 and 2021, the Company paid management, consulting, rent, technology, and marketing fees to various related parties with the Company's member totaling \$2,502,229 and \$1,089,146, respectively. At December 31, 2022 and 2021, amounts due to these companies totaled \$335,249 and \$498,256, respectively, and are included in accounts payable on the accompanying balance sheets.

During the year ended December 31, 2022, the Company recorded revenue from a related party totaling \$481,253 and had a receivable balance of \$49,621 at December 31, 2022.

At December 31, 2022 and 2021, the Company had an amount due of \$200,000 to the Company's member for management fees.

At December 31, 2021, the Company had an amount payable of \$80,044 to an affiliate of the Company's member.

**NOTE 8 EMPLOYEE BENEFIT PLANS**

The Company has a 401(k) plan which covers all full-time employees. Employees may contribute to the plan. The Company has the discretionary rights to determine the Company's contribution to the plan on behalf of its employees. The contribution will not be more than \$1,000 per employee per year and amounts contributed vest according to years of serviced as outlined in the plan. The Company did not make any contributions to the plan on behalf of its employees for each of the years ended December 31, 2022 and 2021.

REALTY EXECUTIVES INTL. SVCS. LLC  
FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2021 AND 2020



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## INDEPENDENT AUDITORS' REPORT

Member  
Realty Executives Intl. Svcs. LLC  
Scottsdale, Arizona

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of Realty Executives Intl. Svcs. LLC (a wholly owned subsidiary of New REI Holdings, LLC, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Realty Executives Intl. Svcs. LLC as of December 31, 2021 and 2020, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Realty Executives Intl. Svcs. LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Realty Executives Intl. Svcs. LLC's ability to continue as a going concern for one year after the date the financial statements are available to be issued.



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Member  
Realty Executives Intl. Svcs. LLC

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 Realty Executives Intl. Svcs. LLC'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 Realty Executives Intl. Svcs. LLC'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.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Phoenix, Arizona  
March 28, 2022

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**BALANCE SHEETS**  
**DECEMBER 31, 2021 AND 2020**

<b>ASSETS</b>	<u>2021</u>	<u>2020</u>
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 1,209,786	\$ 344,431
Royalty Accounts Receivable, Net	382,456	573,754
Prepaid Expenses	<u>38,469</u>	<u>38,922</u>
Total Current Assets	1,630,711	957,107
<b>NONCURRENT ASSETS</b>		
Property and Equipment, Net	139,620	61,172
<b>OTHER ASSETS</b>		
Intangible Assets, Net	1,056,617	1,396,022
Other Assets	<u>854</u>	<u>854</u>
Total Other Assets	<u>1,057,471</u>	<u>1,396,876</u>
Total Assets	<u>\$ 2,827,802</u>	<u>\$ 2,415,155</u>
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 653,034	\$ 331,820
Accrued Expenses	66,541	61,571
Current Portion of Contingent Consideration	-	63,500
Related Party Payable	80,044	-
Due to Member	<u>200,000</u>	<u>200,000</u>
Total Current Liabilities	999,619	656,891
<b>NONCURRENT LIABILITIES</b>		
Note Payable, Less Current Portion	<u>-</u>	234,200
Total Noncurrent Liabilities	-	234,200
<b>MEMBER'S EQUITY</b>		
Total Liabilities and Member's Equity	<u>\$ 2,827,802</u>	<u>\$ 2,415,155</u>

See accompanying Notes to Financial Statements.

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**REALTY EXECUTIVES INTL. SVCS. LLC**  
**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2021 AND 2020**

	2021	2020
<b>REVENUE</b>		
Franchise Royalties, Office, Trademark, and Advertising Fees	\$ 5,629,464	\$ 5,473,222
Initial Franchise Fees	5,000	5,000
Marketing Service Fees	250,987	246,798
Other Operating Revenues	45,290	51,203
Total Revenue	5,930,741	5,776,223
<b>OPERATING EXPENSES</b>	4,293,110	4,113,687
<b>INCOME FROM OPERATIONS</b>	1,637,631	1,662,536
<b>OTHER INCOME (EXPENSE)</b>		
Loan Forgiveness Income	234,200	-
Miscellaneous Expense	(67,712)	(110,445)
Total Other Income (Expense)	166,488	(110,445)
<b>NET INCOME</b>	\$ 1,804,119	\$ 1,552,091

*See accompanying Notes to Financial Statements.*

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**REALTY EXECUTIVES INTL. SVCS. LLC  
STATEMENTS OF MEMBER'S EQUITY  
YEARS ENDED DECEMBER 31, 2021 AND 2020**

<b>BALANCE - DECEMBER 31, 2019</b>	\$ 1,349,972
Net Income	1,552,091
Distributions to Member	<u>(1,377,999)</u>
<b>BALANCE - DECEMBER 31, 2020</b>	1,524,064
Net Income	1,804,119
Distributions to Member	<u>(1,500,000)</u>
<b>BALANCE - DECEMBER 31, 2021</b>	<u><u>\$ 1,828,183</u></u>

*See accompanying Notes to Financial Statements.*

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**REALTY EXECUTIVES INTL. SVCS. LLC**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2021 AND 2020**

	2021	2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net Income	\$ 1,804,119	\$ 1,552,091
Adjustments to Reconcile Net Income to		
Net Cash Provided by Operating Activities:		
Depreciation and Amortization	365,930	400,259
Paycheck Protection Program Loan Forgiveness	(234,200)	-
Change in Allowance for Doubtful Accounts	(85,468)	(72,865)
Change in Contingent Consideration	-	(20,000)
Changes in Operating Assets and Liabilities:		
Royalty Accounts Receivable	276,766	227,676
Related Party Receivable	-	110,915
Prepaid Expenses	453	19,829
Other Assets	-	16,650
Accounts Payable	321,214	(1,000,974)
Related Party Payable	80,044	-
Accrued Expenses	4,970	(39,059)
Net Cash Provided by Operating Activities	2,533,828	1,194,522
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Acquisition of Property and Equipment	(104,973)	-
Net Cash Used by Investing Activities	(104,973)	-
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on Notes Payable	-	158,200
Payments on Contingent Consideration	(63,500)	(69,000)
Distributions to Member	(1,500,000)	(1,377,999)
Net Cash Used by Investing Activities	(1,563,500)	(1,288,799)
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	865,355	(94,277)
Cash and Cash Equivalents - Beginning of Year	344,431	438,708
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	\$ 1,209,786	\$ 344,431

See accompanying Notes to Financial Statements.

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**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021 AND 2020**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Realty Executives Intl. Svcs. LLC (the Company) was organized on April 1, 2014 as a wholly owned subsidiary of New REI Holdings, LLC (Parent) in the state of Arizona to become a franchisor of real estate sales offices under the trade name of Realty Executives.

Domestic franchise activity for the year ended December 31, 2021 is as follows:

	2021	2020
Franchised Locations:		
Beginning Store Count	285	302
Store Openings	19	17
Store Closings	(26)	(34)
Ending Store Count	278	285
Corporate Owned Locations:		
Beginning Store Count	18	18
Store Openings	34	-
Store Closings	(8)	-
Ending Store Count	44	18
Total Ending Store Count	322	303

In addition to the franchises above, at December 31, 2021 and 2020, there were 54 and 59 real estate office franchises operating outside of the United States, respectively.

On April 14, 2014, the Company purchased material assets and operations from Realty Executives International, Inc.

Franchise and/or similar license arrangements have been sold throughout the United States, Mexico, Canada, Australia, Israel, Lebanon, Egypt, Jordan, Gulf Countries, Saudi Arabia, Qatar, United Arab Emirates, Oman, Bahrain, Kuwait, and Turkey.

**Basis of Presentation**

The financial statements are presented on the accrual basis of accounting.

**Accounting Estimates**

Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

**Cash and Cash Equivalents**

For the purpose of the statements of cash flows, the Company considers highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

**REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021 AND 2020**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Concentrations and Credit Risk**

The Company maintains checking and savings accounts with quality financial institutions. At times, cash balances may exceed the amount insured by the Federal Deposit Insurance Corporation.

Concentration of risk with respect to revenue exists because the Company's main source of revenue arises from franchise royalty and fees from real estate franchisees. These sources of revenue are related to sales of real property, which typically are affected by general economic conditions and mortgage interest rates. As of December 31, 2021 and 2020, there was not a specific revenue concentration with an individual franchisee.

**Royalty Accounts Receivable**

Royalty accounts receivable consists primarily of franchise royalty fees and receivables from franchised facilities. Outstanding balances are stated at the amount the Company expects to collect. Management reviews royalty collections on a regular basis to evaluate collectability. When all collection efforts have been exhausted, accounts deemed uncollectible are written off. An allowance for doubtful accounts is determined based on management's evaluation of historical losses and the financial stability of its franchisees. At December 31, 2021 and 2020, the Company recorded an allowance of \$596,019 and \$681,487, respectively.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation and are depreciated using the straight-line method over the estimated useful lives of the assets as follows:

Computer and Equipment	3 to 5 Years
Furniture and Fixtures	7 Years
Leasehold Improvements	Lesser of Lease Term or Useful Life

**Intangible Assets**

The Company evaluates identifiable intangible assets not subject to amortization for impairment on an annual basis, or more frequently when events or changes in circumstances indicate that it is more likely than not that an asset is impaired. The Company evaluates intangible assets that are subject to amortization when circumstances indicate that it is more likely than not that an asset is impaired. Such circumstances could include, but are not limited to, a significant decrease in the market value of an asset or a significant adverse change in the extent or manner in which an asset is used or in its physical condition. The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds the fair value of the asset. The fair value is measured based on various valuation techniques, including the discounted value of estimated future cash flows.

REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021 AND 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Intangible Assets (Continued)**

The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts.

At December 31, 2021 and 2020, there was no impairment of intangible assets. Intangibles that do not have indefinite lives are amortized on a straight-line basis over the estimated useful lives of the assets.

**Revenue Recognition**

The Company recognizes revenue from contracts with customers in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers (Topic 606)*. Under Topic 606, the Company performs the following five steps: (1) identify the contract(s) with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

The Company grants to the franchisee the nonexclusive right to use the trademark name of "Realty Executives" and to receive the Realty Executive system and services during the term of the franchise. The franchisee is obligated to pay the Company continuing fees, including royalties and monthly fees. Monthly fees include service fees, office fees, marketing fund fees, and technology fees. In some cases franchisees pay an initial franchise fee at the inception of the contract.

*Royalties and Monthly Fees:*

Royalties and monthly fees can be assessed on an ala-carte basis by service or calculated on a flat fee based on a monthly minimum using one of two models. The flex model is based on gross commission income. The all-inclusive model starts at a monthly minimum and increases incrementally based on transaction fees (relative to sales price) during the month. The franchise agreement royalties are considered a single performance obligation and recognized at a point in time as the royalties are billed to franchisees on a monthly basis for which the fees are earned. The Company's standard terms and conditions generally require payment within 30 days from the invoice date.

The related fees are based on monthly minimums or the number of agent/offices under the franchisee. The franchise agreement inclusive of the office and advertising fees are considered separate performance obligations under the franchise agreement. The related fees are earned over 30 days or less and the Company recognizes the revenue from these fees at a point in time. These fees are billed to franchisees on a monthly basis for the month in which the fees are earned. The Company's standard terms and conditions generally require payment within 30 days from the invoice date.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021 AND 2020**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition (Continued)**

*Franchise Fees and Renewal Fees:*

The initial franchise fee is the amount paid to create the franchise affiliation and to provide some beginning assistance. The term of the franchise agreement is for 10 years with three options to renew at five years each. Initial franchise fees are related to services that are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. The Company has the ability to waive the initial franchise fee and renewal fees at their discretion. The Company has evaluated the impact of recognizing the franchise fees over the term of the agreement and has determined that it is not material. As a practical matter the Company recognizes the franchise fee at the time of execution of the contract.

The following is a summary of the Company's accounts receivable:

	December 31, 2021	December 31, 2020	January 1, 2020
Accounts Receivable	\$ 382,456	\$ 573,754	\$ 728,565

**Fair Value Measurements**

In determining fair value, the Company uses various valuation approaches within the fair value measurement framework. Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability.

The fair value measurement framework establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. The framework defines levels within the hierarchy based on the reliability of inputs as follows:

*Level 1* – Inputs to the valuation methodology are quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

*Level 2* – Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021 AND 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**Fair Value Measurements (Continued)**

*Level 3* – Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable, such as pricing models, discounted cash flow models and similar techniques not based on market, exchange, dealer, or broker-traded transactions.

**Allocations from Parent**

The Company is a wholly owned subsidiary of the Parent. The Parent does not allocate expenses on a consolidated basis. Each entity contains those expenses related to its own operations.

**Advertising**

The Company expenses advertising costs as incurred. For the years ended December 31, 2021 and 2020, advertising expense was \$363,554 and \$302,362, respectively.

**Income Taxes**

The Company is treated as a disregarded entity for federal income tax purposes. Consequently, federal income taxes are not payable, or provided for, by the Company. The Company's member is taxed individually on its share of the Company's earnings. The Company's income or loss is allocated to the member in accordance with the Company's operating agreement. The Company pays income and other taxes to various states based on gross revenue.

The Company follows the income tax standard for uncertain tax positions. The Company recognized no liability for uncertain tax positions as of December 31, 2021 and 2020.

**New Accounting Authoritative Literature**

In February 2016, the FASB issued amended guidance for the treatment of leases. The guidance requires lessees to recognize a right-of-use asset and a corresponding lease liability for all operating and finance leases with lease terms greater than one year. The accounting for lessors will remain relatively unchanged. The guidance also requires both qualitative and quantitative disclosures regarding the nature of the entity's leasing activities. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance are effective for fiscal years beginning after December 15, 2021. Early adoption is permitted. Management is evaluating the impact of the amended lease guidance on the Company's financial statements.

**Subsequent Events**

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 28, 2022, the date the financial statements were available to be issued.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021 AND 2020**

**NOTE 2 PROPERTY AND EQUIPMENT**

A summary of the property and equipment at December 31, 2021 and 2020 is as follows:

	<u>2021</u>	<u>2020</u>
Computers and Equipment	\$ 73,482	\$ 71,633
Furniture and Fixtures	32,716	32,716
Leasehold Improvements	<u>142,075</u>	<u>38,951</u>
Total	248,273	143,300
Less: Accumulated Depreciation	<u>(108,653)</u>	<u>(82,128)</u>
Property and Equipment, Net	<u>\$ 139,620</u>	<u>\$ 61,172</u>

Depreciation expense was \$26,525 and \$23,987 for the years ended December 31, 2021 and 2020, respectively.

**NOTE 3 INTANGIBLE ASSETS**

Intangible assets and estimated remaining useful lives of intangible assets at December 31, 2021 and 2020 are as follows:

	Franchise Contracts Trademarks		10 Years Indefinite
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>
<u>December 31, 2021</u>			
Franchise Contracts	\$ 2,973,124	\$ (2,180,507)	\$ 792,617
Trademarks	<u>264,000</u>	<u>-</u>	<u>264,000</u>
Total	<u>\$ 3,237,124</u>	<u>\$ (2,180,507)</u>	<u>\$ 1,056,617</u>
<u>December 31, 2020</u>			
Franchise Contracts	\$ 2,973,124	\$ (1,841,102)	\$ 1,132,022
Trademarks	<u>264,000</u>	<u>-</u>	<u>264,000</u>
Total	<u>\$ 3,237,124</u>	<u>\$ (1,841,102)</u>	<u>\$ 1,396,022</u>

Amortization expense for the years ended December 31, 2021 and 2020 was \$339,405 and \$376,272, respectively.

Future amortization expense as of December 31, 2021 is as follows:

<u>Year Ended December 31,</u>	<u>Amount</u>
2022	\$ 293,896
2023	250,461
2024	118,937
2025	60,675
2026	<u>68,648</u>
Total	<u>\$ 792,617</u>

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021 AND 2020**

**NOTE 4 NOTE PAYABLE**

As part of certain purchases of intangible assets during the year ended December 31, 2018, a note was signed by the Company on March 20, 2018 for \$152,000. The note has a fixed rate of 2.18% per annum, with interest payable monthly. The note was paid back in two principal payments of \$76,000; one was paid in March 2019, and the other payment was paid in March 2020. There are no remaining obligations due under this note as of December 31, 2020.

**NOTE 5 PAYCHECK PROTECTION PROGRAM**

In April 2020, the Company received a loan from Enterprise Bank & Trust in the amount of \$234,200 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). In August 2021, the Company received formal notification from the U.S. Small Business Administration (SBA) that the loan had been forgiven. As such, the Company recognized the loan forgiveness as other income in the accompanying financial statements. The SBA may review funding eligibility and usage of funds in compliance with the program based on dollar thresholds and other factors. The Company believes that any subsequent review by the SBA would not result in a material adverse impact to the Company's financial position.

**NOTE 6 CONTINGENT CONSIDERATION**

**Acquisition of Franchise Contracts**

For the year ended December 31, 2018, the Company acquired franchise contracts in transactions accounted for as asset purchases. As part of the arrangement, the Company is required to pay the sellers in the form of renewal bonuses if certain franchisees renew, and franchisee revenue targets are reached from 2019 to 2021. The maximum undiscounted consideration is \$565,000. The Company did not record any contingent consideration related to franchisee revenue targets, however, the Company expected to pay franchise renewal bonuses of \$165,000. During 2019, the Company paid \$82,500 on the renewal bonuses and had an adjustment to increase the contingent consideration related to the revenue targets of \$103,124, of which \$33,124 was paid. The adjustment is reflected as an increase in the intangible asset and an increase in the contingent consideration. The balance remaining as of December 31, 2019 was \$82,500 on the renewal bonus and \$70,000 on the contingent consideration. During 2020, the Company paid \$34,000 on the renewal bonus and had an adjustment to decrease the contingent consideration related to the revenue targets of \$20,000. A payment of \$35,000 was made on the contingent consideration. The balance remaining as of December 31, 2020 was \$48,500 on the renewal bonus and \$15,000 on the contingent consideration. In 2021, the Company paid off the full balance remaining for the contingent consideration of \$63,500. As of December 31, 2021 there was \$-0- remaining on the renewal bonus and contingent consideration.



**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021 AND 2020**

**NOTE 7 FAIR VALUE MEASUREMENTS**

The following tables present the fair value hierarchy of liabilities that are measured at fair value on a recurring basis at December 31, 2021 and 2020:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
Contingent Consideration (Note 6)			
2021	\$ -	\$ -	\$ -
2020	\$ -	\$ -	\$ 63,500

The contingent consideration is valued based the amount the Company expects to pay, discounted at present value. The expected payment is based on the probability that a target will be achieved, in turn obligating the Company to make a payment according to the asset purchase agreement.

The table below sets forth a summary of changes in the fair value of the Company's Level 3 contingent consideration liabilities for the years ended December 31:

	2021	2020
Beginning Balance	\$ 63,500	\$ 152,500
Increase (Decrease) of Contingent Consideration	-	(20,000)
Payments on Contingent Consideration	(63,500)	(69,000)
Ending Balance	\$ -	\$ 63,500

**NOTE 8 MEMBER'S EQUITY**

The Company has one class of membership interest and is 100% owned by a single member.

**NOTE 9 RELATED PARTY TRANSACTIONS**

During the years ended December 31, 2021 and 2020, the Company paid management, consulting, rent, technology, and marketing fees to various related parties with the Company's member totaling \$1,089,146 and \$1,711,635, respectively. At December 31, 2021 and 2020, amounts due to these companies totaled \$498,256 and \$206,076, respectively, and are included in accounts payable on the accompanying balance sheets.

At December 31, 2021 and 2020, the Company had an amount due of \$200,000 to the Company's member for management fees.

At December 31, 2021, the Company had an amount payable of \$80,044 to an affiliate of the Company's member.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021 AND 2020**

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The following tables present the fair value hierarchy of liabilities that are measured at fair value on a recurring basis at December 31, 2021 and 2020:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
Contingent Consideration (Note 6)			
2021	\$ -	\$ -	\$ -
2020	\$ -	\$ -	\$ 63,500

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The table below sets forth a summary of changes in the fair value of the Company's Level 3 contingent consideration liabilities for the years ended December 31:

	2021	2020
Beginning Balance	\$ 63,500	\$ 152,500
Increase (Decrease) of Contingent Consideration	-	(20,000)
Payments on Contingent Consideration	(63,500)	(69,000)
Ending Balance	\$ -	\$ 63,500

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The Company has one class of membership interest and is 100% owned by a single member.

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During the years ended December 31, 2021 and 2020, the Company paid management, consulting, rent, technology, and marketing fees to various related parties with the Company's member totaling \$1,089,146 and \$1,711,635, respectively. At December 31, 2021 and 2020, amounts due to these companies totaled \$498,256 and \$206,076, respectively, and are included in accounts payable on the accompanying balance sheets.

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At December 31, 2021, the Company had an amount payable of \$80,044 to an affiliate of the Company's member.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021 AND 2020**

**NOTE 10 COMMITMENTS AND CONTINGENCIES**

The Company records accruals for contingencies when it is probable that a liability will be incurred and the amount of loss can be reasonably estimated based on historical claim activity and loss development factors. There can be no assurance there will not be an increase in the scope of these matters or that any future or pending lawsuits, claims, proceedings, or investigations will not be material.

**Employee Benefit Plans**

The Company has a 401(k) plan which covers all full-time employees. Employees may contribute to the plan. The Company has the discretionary rights to determine the Company's contribution to the plan on behalf of its employees. The contribution will not be more than \$1,000 per employee per year and amounts contributed vest according to years of serviced as outlined in the plan. The Company did not make any contributions to the plan on behalf of its employees for each of the years ended December 31, 2021 and 2020.

**Operating Leases**

During the year ended December 31, 2017, the Company entered into a lease agreement with a related party to lease office space. The lease is for 10 years and expires in June of 2027. Rent expense under the lease agreement was \$383,317 and \$372,100 for the years ended December 31, 2021 and 2020, respectively.

Future minimum lease payments under noncancelable operating leases are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2022	\$ 228,183
2023	228,183
2024	228,183
2025	228,183
2026	228,183
Thereafter	114,091
Total	<u>\$ 1,255,006</u>

**NOTE 11 RISKS AND UNCERTAINTIES**

The Coronavirus Disease 2019 (COVID-19) has recently affected global markets, supply chains, employees of companies, and our communities. Specific to the Company, COVID-19 may impact various parts of its 2022 operations and financial results including sales. Management believes the Company is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as of December 31, 2021.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**



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CliftonLarsonAllen LLP  
CLAconnect.com

## INDEPENDENT AUDITORS' REPORT

Member  
Realty Executives Intl. Svcs. LLC  
Scottsdale, Arizona

We have audited the accompanying financial statements of Realty Executives Intl. Svcs. LLC (a wholly owned subsidiary of New REI Holdings, LLC), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, member's equity, and cash flows for the years then ended and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditors' Responsibility***

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

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

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



(1)

Member  
Realty Executives Intl. Svcs. LLC

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Realty Executives Intl. Svcs. LLC as of December 31, 2020 and 2019, 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.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Phoenix, Arizona  
March 29, 2021

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**BALANCE SHEETS**  
**DECEMBER 31, 2020 AND 2019**

<b>ASSETS</b>	2020	2019
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 344,431	\$ 438,708
Royalty Accounts Receivable, Net	573,754	728,565
Related Party Receivable	-	110,915
Prepaid Expenses	38,922	58,751
Total Current Assets	957,107	1,336,939
<b>NONCURRENT ASSETS</b>		
Property and Equipment, Net	61,172	85,159
<b>OTHER ASSETS</b>		
Intangible Assets, Net	1,396,022	1,772,294
Other Assets	854	17,504
Total Other Assets	1,396,876	1,789,798
Total Assets	\$ 2,415,155	\$ 3,211,896
<b>LIABILITIES AND MEMBER'S EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 331,820	\$ 1,332,794
Accrued Expenses	61,571	100,630
Current Portion of Contingent Consideration	63,500	117,500
Current Portion of Note Payable	-	76,000
Due to Member	200,000	200,000
Total Current Liabilities	656,891	1,826,924
<b>NONCURRENT LIABILITIES</b>		
Contingent Consideration, Less Current Portion	-	35,000
Note Payable, Less Current Portion	234,200	-
Total Noncurrent Liabilities	234,200	35,000
<b>MEMBER'S EQUITY</b>		
Total Liabilities and Member's Equity	\$ 2,415,155	\$ 3,211,896

*See accompanying Notes to Financial Statements.*

(3)



**REALTY EXECUTIVES INTL. SVCS. LLC**  
**STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

	2020	2019
<b>REVENUE</b>		
Franchise Royalties, Office, Trademark, and Advertising Fees	\$ 5,473,222	\$ 5,725,482
Initial Franchise Fees	5,000	1,000
Marketing Service Fees	246,798	261,607
Other Operating Revenues	51,203	150,248
Total Revenue	5,776,223	6,138,337
<b>OPERATING EXPENSES</b>	4,113,687	5,396,741
<b>INCOME FROM OPERATIONS</b>	1,662,536	741,596
<b>OTHER INCOME (EXPENSE)</b>		
Interest Expense	-	(717)
Miscellaneous Expense	(110,445)	-
Total Other Expense	(110,445)	(717)
<b>NET INCOME</b>	\$ 1,552,091	\$ 740,879

*See accompanying Notes to Financial Statements.*

**REALTY EXECUTIVES INTL. SVCS. LLC  
STATEMENTS OF MEMBER'S EQUITY  
YEARS ENDED DECEMBER 31, 2020 AND 2019**

<b>BALANCE - DECEMBER 31, 2018</b>	\$ 1,600,530
Net Income	740,879
Distributions to Member	<u>(991,437)</u>
<b>BALANCE - DECEMBER 31, 2019</b>	1,349,972
Net Income	1,552,091
Distributions to Member	<u>(1,377,999)</u>
<b>BALANCE - DECEMBER 31, 2020</b>	<u><u>\$ 1,524,064</u></u>

*See accompanying Notes to Financial Statements.*

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**REALTY EXECUTIVES INTL. SVCS. LLC**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net Income	\$ 1,552,091	\$ 740,879
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	400,259	396,214
Change in Allowance for Doubtful Accounts	(72,865)	315,677
Change in Contingent Consideration	(20,000)	103,124
Changes in Operating Assets and Liabilities:		
Royalty Accounts Receivable	227,676	(344,417)
Related Party Receivable	110,915	(60,915)
Prepaid Expenses	19,829	(266)
Other Assets	16,650	-
Accounts Payable	(1,000,974)	146,459
Accrued Expenses	(39,059)	1,910
Net Cash Provided by Operating Activities	<u>1,194,522</u>	<u>1,298,665</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Acquisition of Property and Equipment	-	(53,446)
Net Cash Used by Investing Activities	<u>-</u>	<u>(53,446)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on Notes Payable	158,200	(76,000)
Payments on Contingent Consideration	(69,000)	(115,624)
Distributions to Member	(1,377,999)	(991,437)
Net Cash Used by Investing Activities	<u>(1,288,799)</u>	<u>(1,183,061)</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	(94,277)	62,158
Cash and Cash Equivalents - Beginning of Year	<u>438,708</u>	<u>376,550</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 344,431</u>	<u>\$ 438,708</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash Paid for Interest	<u>\$ -</u>	<u>\$ 3,313</u>

See accompanying Notes to Financial Statements.

(6)

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020 AND 2019**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Realty Executives Intl. Svcs. LLC (the Company) was organized on April 1, 2014 as a wholly owned subsidiary of New REI Holdings, LLC (Parent) in the state of Arizona to become a franchisor of real estate sales offices under the trade name of Realty Executives.

Domestic franchise activity for the year ended December 31, 2020 is as follows:

	<u>2020</u>	<u>2019</u>
Franchised Locations:		
Beginning Store Count	302	330
Store Openings	17	16
Store Closings	<u>(34)</u>	<u>(44)</u>
Ending Store Count	285	302
Corporate Owned Locations:		
Beginning Store Count	18	18
Store Openings	-	-
Store Closings	-	-
Ending Store Count	<u>18</u>	<u>18</u>
Total Ending Store Count	<u><u>303</u></u>	<u><u>320</u></u>

In addition to the franchises above, at December 31, 2020 and 2019, there were 59 and 68 real estate office franchises operating outside of the United States, respectively.

On April 14, 2014, the Company purchased material assets and operations from Realty Executives International, Inc.

Franchise and/or similar license arrangements have been sold throughout the United States, Mexico, Canada, Australia, Israel, Lebanon, Egypt, Jordan, Gulf Countries, Saudi Arabia, Qatar, United Arab Emirates, Oman, Bahrain, Kuwait, and Turkey.

**Basis of Presentation**

The financial statements are presented on the accrual basis of accounting.

**Accounting Estimates**

Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

**Cash and Cash Equivalents**

For the purpose of the statements of cash flows, the Company considers highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2020 AND 2019

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Concentrations and Credit Risk**

The Company maintains checking and savings accounts with quality financial institutions. At times, cash balances may exceed the amount insured by the Federal Deposit Insurance Corporation.

Concentration of risk with respect to revenue exists because the Company's main source of revenue arises from franchise royalty and fees from real estate franchisees. These sources of revenue are related to sales of real property, which typically are affected by general economic conditions and mortgage interest rates. As of December 31, 2020 and 2019, there was not a specific revenue concentration with an individual franchisee.

**Royalty Accounts Receivable**

Royalty accounts receivable consists primarily of franchise royalty fees and receivables from franchised facilities. Outstanding balances are stated at the amount the Company expects to collect. Management reviews royalty collections on a regular basis to evaluate collectability. When all collection efforts have been exhausted, accounts deemed uncollectible are written off. An allowance for doubtful accounts is determined based on management's evaluation of historical losses and the financial stability of its franchisees. At December 31, 2020 and 2019, the Company recorded an allowance of \$681,487 and \$754,352, respectively.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation and are depreciated using the straight-line method over the estimated useful lives of the assets as follows:

Computer and Equipment	3 to 5 Years
Furniture and Fixtures	7 Years
Leasehold Improvements	Lesser of Lease Term or Useful Life

**Intangible Assets**

The Company evaluates identifiable intangible assets not subject to amortization for impairment on an annual basis, or more frequently when events or changes in circumstances indicate that it is more likely than not that an asset is impaired. The Company evaluates intangible assets that are subject to amortization when circumstances indicate that it is more likely than not that an asset is impaired. Such circumstances could include, but are not limited to, a significant decrease in the market value of an asset or a significant adverse change in the extent or manner in which an asset is used or in its physical condition. The Company measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds the fair value of the asset. The fair value is measured based on various valuation techniques, including the discounted value of estimated future cash flows.

REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2020 AND 2019

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Intangible Assets (Continued)**

The evaluation of asset impairment requires the Company to make assumptions about future cash flows over the life of the asset being evaluated. These assumptions require significant judgment and actual results may differ from assumed and estimated amounts.

At December 31, 2020 and 2019, there was no impairment of intangible assets. Intangibles that do not have indefinite lives are amortized on a straight-line basis over the estimated useful lives of the assets.

**Revenue Recognition**

The Company grants to the franchisee the nonexclusive right to use the trademark name of "Realty Executives" and to receive the Realty Executive system and services during the term of the franchise. The franchisee is obligated to pay the Company continuing fees, including royalties and monthly fees. Monthly fees include service fees, office fees, marketing fund fees, and technology fees. In some cases franchisees pay an initial franchise fee at the inception of the contract.

*Royalties and Monthly Fees:*

Royalties and monthly fees can be assessed on an ala-carte basis by service or calculated on a flat fee based on a monthly minimum using one of two models. The flex model is based on gross commission income. The all-inclusive model starts at a monthly minimum and increases incrementally based on transaction fees (relative to sales price) during the month. The franchise agreement royalties are considered a single performance obligation and recognized at a point in time as the royalties are billed to franchisees on a monthly basis for which the fees are earned.

The related fees are based on monthly minimums or the number of agent/offices under the franchisee. The franchise agreement inclusive of the office and advertising fees are considered a separate performance obligations under the franchise agreement. The related fees are earned over 30 days or less and the Company recognizes the revenue from these fees at a point in time. These fees are billed to franchisees on a monthly basis for the month in which the fees are earned.

*Franchise Fees and Renewal Fees:*

The initial franchise fee is the amount paid to create the franchise affiliation and to provide some beginning assistance. The term of the franchise agreement is for 10 years with three options to renew at five years each. Initial franchise fees are related to services that are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. The Company has the ability to waive the initial franchise fee and renewal fees at their discretion. The Company has evaluated the impact of recognizing the franchise fees over the term of the agreement and has determined that it is not material. As a practical matter the Company recognizes the franchise fee at the time of execution of the contract.

The opening balance of accounts receivable for the year ended December 31, 2019 was \$699,825.

REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2020 AND 2019

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Fair Value Measurements**

In determining fair value, the Company uses various valuation approaches within the fair value measurement framework. Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability.

The fair value measurement framework establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. The framework defines levels within the hierarchy based on the reliability of inputs as follows:

*Level 1* – Inputs to the valuation methodology are quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

*Level 2* – Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

*Level 3* – Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable, such as pricing models, discounted cash flow models and similar techniques not based on market, exchange, dealer, or broker-traded transactions.

**Allocations from Parent**

The Company is a wholly owned subsidiary of the Parent. The Parent does not allocate expenses on a consolidated basis. Each entity contains those expenses related to its own operations.

**Advertising**

The Company expenses advertising costs as incurred. For the years ended December 31, 2020 and 2019, advertising expense was \$302,362 and \$339,605, respectively.

**Income Taxes**

The Company is treated as a disregarded entity for federal income tax purposes. Consequently, federal income taxes are not payable, or provided for, by the Company. The Company's member is taxed individually on its share of the Company's earnings. The Company's income or loss is allocated to the member in accordance with the Company's operating agreement. The Company pays income and other taxes to various states based on gross revenue.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020 AND 2019**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Income Taxes (Continued)**

The Company follows the income tax standard for uncertain tax positions. The Company recognized no liability for uncertain tax positions as of December 31, 2020 and 2019.

**New Accounting Authoritative Literature**

In February 2016, the FASB issued amended guidance for the treatment of leases. The guidance requires lessees to recognize a right-of-use asset and a corresponding lease liability for all operating and finance leases with lease terms greater than one year. The accounting for lessors will remain relatively unchanged. The guidance also requires both qualitative and quantitative disclosures regarding the nature of the entity's leasing activities. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance are effective for fiscal years beginning after December 15, 2021. Early adoption is permitted. Management is evaluating the impact of the amended lease guidance on the Company's financial statements.

**Subsequent Events**

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 29, 2021, the date the financial statements were available to be issued.

**NOTE 2 PROPERTY AND EQUIPMENT**

A summary of the property and equipment at December 31, 2020 and 2019 is as follows:

	2020	2019
Computers and Equipment	\$ 71,633	\$ 71,633
Furniture and Fixtures	32,716	32,716
Leasehold Improvements	38,951	38,951
Total	143,300	143,300
Less: Accumulated Depreciation	(82,128)	(58,141)
Property and Equipment, Net	\$ 61,172	\$ 85,159

Depreciation expense was \$23,987 and \$23,930 for the years ended December 31, 2020 and 2019, respectively.



**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020 AND 2019**

**NOTE 3 INTANGIBLE ASSETS**

Intangible assets and estimated remaining useful lives of intangible assets at December 31, 2020 and 2019 are as follows:

	Franchise Contracts Trademarks Sign On Bonus	10 Years Indefinite 5 Years	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
<u>December 31, 2020</u>					
Franchise Contracts			\$ 2,973,124	\$ (1,841,102)	\$ 1,132,022
Trademarks			264,000	-	264,000
Sign On Bonus			-	-	-
Total			<u>\$ 3,237,124</u>	<u>\$ (1,841,102)</u>	<u>\$ 1,396,022</u>
<u>December 31, 2019</u>					
Franchise Contracts			\$ 2,973,124	\$ (1,464,830)	\$ 1,508,294
Trademarks			264,000	-	264,000
Sign On Bonus			500,000	(500,000)	-
Total			<u>\$ 3,737,124</u>	<u>\$ (1,964,830)</u>	<u>\$ 1,772,294</u>

Amortization expense for the years ended December 31, 2020 and 2019 was \$376,272 and \$475,408, respectively.

Future amortization expense as of December 31, 2020 is as follows:

<u>Year Ended December 31,</u>	<u>Amount</u>
2021	\$ 339,399
2022	293,896
2023	250,461
2024	118,933
2025	129,333
Total	<u>\$ 1,132,022</u>

**NOTE 4 NOTE PAYABLE**

As part of certain purchases of intangible assets during the year ended December 31, 2018, a note was signed by the Company on March 20, 2018 for \$152,000. The note has a fixed rate of 2.18% per annum, with interest payable monthly. The note was paid back in two principal payments of \$76,000; one was paid in March 2019, and the other payment was paid in March 2020. There are no remaining obligations due under this note as of December 31, 2020.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020 AND 2019**

**NOTE 5 PAYCHECK PROTECTION PROGRAM**

In April 2020, the Company received a loan from Enterprise Bank & Trust in the amount of \$234,200 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the PPP Loan). The original loan agreement was written prior to the PPP Flexibility Act of 2020 (June 5) and was due over twenty-four months deferred for six months. Subsequent to this, the law changed the loan deferral terms retroactively. The PPP Flexibility Act and subsequent regulations supersede the loan agreement. The PPP Loan bears interest at a fixed rate of 1.0% per annum, has a term of two years, and is unsecured and guaranteed by the U.S. Small Business Administration. Payment of principal and interest is deferred until the date on which the amount of forgiveness is remitted to the lender or, if the Company fails to apply for forgiveness within 10 months after the covered period, then payment of principal and interest shall begin on that date. These amounts may be forgiven subject to compliance and approval based on the timing and use of these funds in accordance with the program.

The Company believes the loan will ultimately be forgiven and as such, the loan has been presented as a noncurrent liability as of December 31, 2020.

**NOTE 6 CONTINGENT CONSIDERATION**

**Acquisition of Franchise Contracts**

For the year ended December 31, 2018, the Company acquired franchise contracts in transactions accounted for as asset purchases. As part of the arrangement, the Company is required to pay the sellers in the form of renewal bonuses if certain franchisees renew, and franchisee revenue targets are reached from 2019 to 2021. The maximum undiscounted consideration is \$565,000. The Company did not record any contingent consideration related to franchisee revenue targets, however, the Company expected to pay franchise renewal bonuses of \$165,000. During 2019, the Company paid \$82,500 on the renewal bonuses and had an adjustment to increase the contingent consideration related to the revenue targets of \$103,124, of which \$33,124 was paid. The adjustment is reflected as an increase in the intangible asset and an increase in the contingent consideration. The balance remaining as of December 31, 2019 was \$82,500 on the renewal bonus and \$70,000 on the contingent consideration. During 2020, the Company paid \$34,000 on the renewal bonus and had an adjustment to decrease the contingent consideration related to the revenue targets of \$20,000. A payment of \$35,000 was made on the contingent consideration. The balance remaining as of December 31, 2020 was \$48,500 on the renewal bonus and \$15,000 on the contingent consideration.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020 AND 2019**

**NOTE 7 FAIR VALUE MEASUREMENTS**

The following tables present the fair value hierarchy of liabilities that are measured at fair value on a recurring basis at December 31, 2020 and 2019:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
Contingent Consideration (Note 6)			
2020	\$ -	\$ -	\$ 63,500
2019	\$ -	\$ -	\$ 152,500

The contingent consideration is valued based the amount the Company expects to pay, discounted at present value. The expected payment is based on the probability that a target will be achieved, in turn obligating the Company to make a payment according to the asset purchase agreement.

The table below sets forth a summary of changes in the fair value of the Company's Level 3 contingent consideration liabilities for the years ended December 31:

	2020	2019
Beginning Balance	\$ 152,500	\$ 165,000
Increase (Decrease) of Contingent Consideration	(20,000)	103,124
Payments on Contingent Consideration	(69,000)	(115,624)
Ending Balance	\$ 63,500	\$ 152,500

**NOTE 8 MEMBER'S EQUITY**

The Company has one class of membership interest and is 100% owned by a single member.

**NOTE 9 RELATED PARTY TRANSACTIONS**

During the years ended December 31, 2020 and 2019, the Company paid management, consulting, rent, technology, and marketing fees to various related parties with the Company's member totaling \$1,711,635 and \$1,936,047, respectively. At December 31, 2020 and 2019, amounts due to these companies totaled \$206,076 and \$1,082,705, respectively, and are included in accounts payable on the accompanying balance sheets.

At December 31, 2020 and 2019, the Company had an amount due of \$200,000 to the Company's member for management fees.

**REALTY EXECUTIVES INTL. SVCS. LLC**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020 AND 2019**

**NOTE 9 RELATED PARTY TRANSACTIONS (CONTINUED)**

At December 31, 2020 and 2019, the Company had an amount due of \$-0- and \$110,000, respectively, from an affiliate of the Company's member. During 2020, this receivable was forgiven and recorded as a miscellaneous expense in the accompanying statements of operations.

The Company leases office space from an affiliate of the member of the Company. Rents paid to this related party totaled \$372,100 and \$259,693 for each of the years ended December 31, 2020 and 2019, respectively (Note 10).

**NOTE 10 COMMITMENTS AND CONTINGENCIES**

The Company records accruals for contingencies when it is probable that a liability will be incurred and the amount of loss can be reasonably estimated based on historical claim activity and loss development factors. There can be no assurance there will not be an increase in the scope of these matters or that any future or pending lawsuits, claims, proceedings, or investigations will not be material.

**Employee Benefit Plans**

The Company has a 401(k) plan which covers all full-time employees. Employees may contribute to the plan. The Company has the discretionary rights to determine the Company's contribution to the plan on behalf of its employees. The contribution will not be more than \$1,000 per employee per year and amounts contributed vest according to years of serviced as outlined in the plan. The Company did not make any contributions to the plan on behalf of its employees for each of the years ended December 31, 2020 and 2019.

**Operating Leases**

During the year ended December 31, 2017, the Company entered into a lease agreement with a related party to lease office space. The lease is for 10 years and expires in June of 2027. In 2019, the Company moved locations to their new headquarters and paid rent for two locations through June 2019. During 2020, the Company had one active lease agreement. Rent expense under these lease agreements was \$372,100 and \$259,693 for the years ended December 31, 2020 and 2019, respectively.

Future minimum lease payments under noncancelable operating leases are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2021	\$ 228,183
2022	228,183
2023	228,183
2024	228,183
2025	228,183
Thereafter	342,274
Total	<u>\$ 1,483,189</u>

REALTY EXECUTIVES INTL. SVCS. LLC  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2020 AND 2019

**NOTE 11 RISKS AND UNCERTAINTIES**

The Coronavirus Disease 2019 (COVID-19) has recently affected global markets, supply chains, employees of companies, and our communities. Specific to the Company, COVID-19 may impact various parts of its 2020 operations and financial results including sales. Management believes the Company is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as of December 31, 2020.

EXHIBIT “I”

TO DISCLOSURE DOCUMENT

**State Addenda and Agreement Riders**

*[See Attached]*

**STATE ADDENDA AND AGREEMENT RIDERS**  
**ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS,**  
**AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR**  
**REALTY EXECUTIVES INTL. SVCS. LLC**

**BACKGROUND AND PURPOSE**

The following modifications are made to the REALTY EXECUTIVES Franchise Disclosure Document (“FDD” or “Disclosure Document”) issued by REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“we” or “us” or “franchisor”) to franchisee (“you” or “franchisee”) and may supersede, to the extent required by applicable state law, certain portions of the Franchise Agreement between you and us dated \_\_\_\_\_, 202\_\_ (the “Franchise Agreement”). When the term “Supplemental Agreements” is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the applicable state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

## CALIFORNIA

1. The California Franchise Investment Law requires 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. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
4. Prospective franchisees are encouraged to consult private 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 a Franchise Agreement or Supplemental Agreement restricting venue to a forum outside the State of California.
5. The Franchise Agreement and Supplemental Agreements require application of the laws of Arizona. This provision may not be enforceable under California law.
6. The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
7. The Franchise Agreement and Supplemental Agreements may contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
8. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.
9. All fees referenced in Item 5 of this Disclosure Document are subject to deferral pursuant to order of the State of California. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business.
10. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.
11. You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
12. According to California Usury Law, the highest interest rate allowed is 10% annually.



13. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT FINANCIAL PROTECTION & INNOVATION AT <https://dfpi.ca.gov/>.

## ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:

1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements.
2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinois is void.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

See the last page of this Exhibit I for your required signature.

## INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.
2. The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.
3. 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 Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.
4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.
5. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

Notwithstanding any such termination, and in addition to the obligations of the franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the franchisee nevertheless shall be, continue and remain liable to franchisor for any and all damages which franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the franchisee covenants to pay to franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the franchisee's right to a trial on any of the above matters.

6. No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

## MICHIGAN

**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 document 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 which 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 which 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 transferee 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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 this notice should be directed to:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

## MINNESOTA

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 Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a general release.
2. We will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Supplemental Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you 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 any of your rights as provided for in Minnesota Statutes, chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. In addition, we will comply with the provisions of Minnesota Rule 2860.4400(J), which state that you cannot waive any rights, you cannot consent to our obtaining injunctive relief, we may seek injunctive relief, and a court will determine if a bond is required.
4. We will comply with Minnesota Statute Section 80C.12, Subd. 1(g), which requires that we protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

We will comply with Minnesota Statute Section 80C.17, Subd. 5 regarding limitation of claims.

## NEW YORK

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. The following information is added to the cover page of the Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following risk factors are added to the Special Risks to Consider About This Franchise page of the Disclosure Document:

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

**3. Minimum Sales Performance Levels.** 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.”

3. The following is added at the end of Item 3 of the Disclosure Document:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor’s principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

4. The following is added to the end of the “Summary” sections of Item 17(c) of the Disclosure Document, titled “**Requirements for franchisee to renew or extend**,” and Item 17(m) of the Disclosure Document, entitled “**Conditions for franchisor approval of transfer**”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following language replaces the “Summary” section of Item 17(d) of the Disclosure Document, titled “**Termination by franchisee**”:

You may terminate the agreement on any grounds available by law.

6. The following is added to the end of the “Summary” section of Item 17(v) of the Disclosure Document, titled “Choice of forum”, and Item 17(w) of the Disclosure Document, titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.



## WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

## **WISCONSIN**

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement and Supplement Agreements (if applicable) if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

*(Signatures on following page)*

**APPLICABLE ADDENDA**

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Applicable Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreements (if applicable) and any other specified agreement(s) entered into by us and the undersigned franchisee. To the extent any terms of an applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreement (if applicable) and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- |                                     |                                       |                                       |
|-------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan     | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Hawaii     | <input type="checkbox"/> Minnesota    | <input type="checkbox"/> Virginia     |
| <input type="checkbox"/> Illinois   | <input type="checkbox"/> New York     | <input type="checkbox"/> Washington   |
| <input type="checkbox"/> Indiana    | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Wisconsin    |
| <input type="checkbox"/> Maryland   | <input type="checkbox"/> Rhode Island |                                       |

Dated: \_\_\_\_\_, 202\_\_

**FRANCHISOR:**

REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "J"

TO

DISCLOSURE DOCUMENT

**Franchisee Organizations**

- A. Franchisee Organizations We Have Created, Sponsored Or Endorsed: None
- B. Independent Franchisee Associations: None

EXHIBIT “K”  
TO  
DISCLOSURE DOCUMENT  
**Territory Release Addendum**

*[See Attached]*

## TERRITORY RELEASE ADDENDUM

THIS ADDENDUM TO REALTY EXECUTIVES FRANCHISE AGREEMENT (this “Addendum”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“us”, “we” or “Franchisor”), and \_\_\_\_\_, a \_\_\_\_\_ and the undersigned owners of the business (collectively, “you” or “Franchisee”). You and we may collectively be referred to herein as the “Parties.”

**WHEREAS**, the Parties are entering into a REALTY EXECUTIVES Franchise Agreement (the “Franchise Agreement”), pursuant to which you have the right and license to open and operate one or more REALTY EXECUTIVES real estate offices within the Territory identified in the Franchise Agreement; and

**WHEREAS**, you have requested that we grant you territory release rights, and we are willing to do so upon the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Rights**. We grant you the right, but not the obligation, to act as a Territory Releaser. As a Territory Releaser, you may refer prospective franchisees to us who wish to purchase franchise rights to a portion of your Territory (in each case, referred to as “Released Territory”). If we elect, in our sole discretion, to award a franchise to the referred franchisee, you agree to release the Released Territory back to us to enable us to grant the franchisee rights to such Released Territory. You agree that we shall have no liability to you if we choose not to award a franchise to a franchisee you referred to us.

2. **Territory Release Agreement**. Concurrently with our execution of a Franchise Agreement with the referred franchisee for the Released Territory, you and the franchisee shall enter into our current form of Territory Release Agreement. You and the franchisee shall negotiate the initial and ongoing payments that the franchisee will pay to you in consideration of your relinquishment of the Released Territory. If the franchisee elects to operate under the All-Inclusive Model under the Franchise Agreement, we will directly pay you 50% of the royalty fee that we receive from such franchisee, less the fee associated with the per transaction tools (currently \$75 for the first 12 transactions by a given Salesperson in a calendar year and \$22 per transaction for that Salesperson for the remainder of the calendar year). If we do not collect the royalty fee from the franchisee for any reason, you may directly pursue payment from the franchisee. However, we will have no liability to you if we are unable to pay you the ongoing fee due to the franchisee’s nonpayment of royalties to us for any reason. You understand that you are prohibited from signing a Territory Release Agreement with a franchisee before we sign a Franchise Agreement with such franchisee.

3. **Office**. You must maintain a REALTY EXECUTIVES “showcase office” within the Territory that may be shown to prospective franchisees. This office must be available to provide training to your Salespersons and any other franchisees whom we designate. If you do not operate a REALTY EXECUTIVES office in the Territory, then you must make arrangements with a franchisee in the Territory to enable you to use such franchisee’s REALTY EXECUTIVES office as your showcase office. You must procure the showcase office no later than 180 days after the Effective Date.

4. **Advertising Cooperative**. You agree to administer a regional advertising cooperative, pursuant to which all franchisees that enter into Territory Release Agreements with you will contribute marketing funds to an account maintained by you. We will not require you to administer an advertising cooperative unless and until you enter into your first Territory Release Agreement with a franchisee. You must utilize all

contributed marketing funds solely for purposes of promoting REALTY EXECUTIVES services within your Territory and each Released Territory for the benefit of you and all franchisees operating within Released Territories. All advertisements and promotions by you shall be completely factual and shall conform to the highest standards of ethical advertising and local law. In all dealings with your suppliers, the releasees, us and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You will refrain from any business or advertising practice that may be injurious to our business or the goodwill associated with the Marks. You must submit to us copies of all advertisements and other marketing and promotional materials that either you or a releasee intends to utilize prior to use. In our sole and absolute discretion, we reserve the right to not approve any marketing or promotional materials, in which case you agree to refrain from using or to cause the releasees to refrain from using such materials. Within 30 days following the end of each calendar quarter, you must provide us a report detailing the use of all funds collected from franchisees for the advertising cooperative in the form and format that we may specify from time to time. You must follow any rules and regulations that we prescribe from time to time with respect to the establishment and administration of the advertising cooperative.

**5. Technology Fees.** As of the Effective Date, you must pay a monthly fee of \$99 per month for access to and use of PrimeAgent, a monthly website fee of \$199 for a regional website, and a monthly website fee of \$199 for a broker website. These fees, referred to as “Technology Fees,” may be reviewed and adjusted by us not more than once every six months. Your Technology Fees are included as part of your Monthly Service Fee if you operate under the All-Inclusive Model.

**6. Soliciting Franchisees.** You may not make any representation to any prospective franchisee about us, you, the franchise, or otherwise, that is: (i) misleading, incomplete, fraudulent or untrue; or (ii) contradicted by the written material provided to such prospect, including the Franchise Disclosure Document. You must ensure that all franchise marketing efforts conducted by you or under your direction are conducted in a courteous, dignified, ethical and responsible manner. No sales information, earning claims or estimates of financial performance representation can be given to prospective franchisees by you or any person under your control or supervision unless such information is contained in our Franchise Disclosure Document. You will not provide any financial performance information to prospective franchisees regarding the operation of your business or any other real estate office operated by you or your affiliates or other franchisees. You must ensure that you and any representative of yours that discusses the franchise opportunity with a referred franchisee: (i) are listed on the Receipt pages of the FDD; (ii) complete and file with the appropriate state agency any required Sales Agent Disclosure Form or Franchise Seller Disclosure Form; and (iii) obtain all required licenses and broker registrations that are necessary to solicit franchisees. You have no authority to negotiate the terms of the Franchise Agreement that we will sign with the franchisee. You have no authority to bind us or otherwise represent that we will award a franchise to the referred franchisee. You must inform each prospective franchisee that we have sole authority to decide whether or not to award a franchise. You will not be a signatory to the Franchise Agreement or any other document granting franchise rights to the franchisee.

**7. Additional Training.** In order to maintain the uniformity and high standard of services and products offered by Realty Executives franchisees we require that you and your employees attend periodic refresher and/or advanced training courses at least once every two (2) years. These refresher and/or advanced training courses will be held at our World Headquarters in Phoenix, Arizona, or at another location designated by us, and are designed to enable you to adequately serve your role as a Territory Releasor. If we charge Realty Executives franchisees a fee to attend such training, we may charge you the same fee (the “Training Fee”). You will be responsible for all travel, meals, lodging and other expenses incurred while attending the additional training. If we provide any on-site training or assistance in the Territory, you must reimburse us for all travel, meals and lodging expenses incurred by us and our representatives in providing such on-site training or assistance.

**8. Additional Indemnification.** You acknowledge that your indemnification obligations contained in Section 17 of the Franchise Agreement shall apply with respect to any Claim arising out of or in connection with the execution of this Amendment or your performance or nonperformance in connection with any of the terms or conditions of this Addendum.

**9. Term and Renewal; Termination.** The term of this Addendum shall commence upon the effective date of this Addendum and shall remain in force for the term described in TRA Exhibit “A”, including any terms and conditions set forth in such exhibit. Notwithstanding the preceding sentence and/or any term specified in TRA Exhibit “A”, this Addendum shall automatically expire upon the expiration or earlier termination of the Franchise Agreement, if such expiration or earlier termination of the Franchise Agreement occurs prior to the expiration or termination of this Addendum in whole or in part. Likewise, if you breach any of your obligations under this Addendum and fail to cure such breach within 30 days after the date of written notice of breach, we may terminate your Franchise Agreement, which termination will become effective 30 days after the date of such notice. Any renewal or extension of the Franchise Agreement shall not constitute or be a guarantee of a renewal or extension of this Addendum for any period of time. Any renewal or extension of this Addendum beyond its term as described above shall be by express mutual written consent only. You agree that any renewal of this Addendum may be for a significantly different period of time and under significantly different terms and conditions than the terms and conditions contained within this Addendum. In no event will the term of this Addendum (or any renewal term) extend beyond the term of the Franchise Agreement. Upon the notice of termination, non-renewal or transfer of the Franchise Agreement or this Addendum, we shall have the unrestricted right to contact releasees as well as agents of releasees (including your agents) for any and all business purposes, including potential positions with us or other franchisees. Immediately upon termination, expiration or transfer of the Franchise Agreement or this Addendum, we shall have the unrestricted right to: (i) solicit releasees as well as agents of releasees (including your agents) for any and all business purposes, including potential positions with us or other franchisees; and/or (ii) assume all Territory Release Agreements and notify such releasees that their Territory Release Agreements have been assigned to and assumed by us, in which case you shall refrain from contacting or in any way communicating with any existing or potential franchisee. You exclusively retain all liabilities associated with such Territory Release Agreements arising prior to or concurrently with such assignment).

**10. Transfer Fee.** Should you transfer your Franchise Agreement and/or this Addendum pursuant to the terms and conditions in the Franchise Agreement, you agree that you or the transferee will pay a \$4,000 transfer fee (“Additional Transfer Fee”) in addition to the \$1,000 Transfer Fee in the Franchise Agreement for a total of \$5,000 (the “Total Transfer Fee”).

**11. Assistance with Enforcement of Agreements.** You are not required to provide any initial or ongoing support to franchisees. You must assist Franchisor in enforcing the terms and conditions of the respective franchise agreements for any franchisee operating in a Released Territory. This may include contract renewal, the collection of fees, engagement with the franchisor and network (e.g., use of its brand and marks, use of its technology and participation at events), and the general enforcement of the franchisee’s obligations under the terms of their Franchise Agreement.

**12. Restrictive Covenants.**

(a) **Reason for Covenants.** You acknowledge that the Marks, the business and reputation associated therewith, the methods and techniques employed by us, the training and assistance provided by us, and the knowledge of our methods, operations, services, contacts and experience acquired by you is of considerable value and would not have been acquired by you except through implementation of the Franchise Agreement. Further, you acknowledge that we or our principals have devoted significant time and money in the development of the Realty Executives operating system and franchise system. As a



result, you agree that we possess a proprietary interest in such Know-how that you acknowledge as a trade secret owned by us, subject to a restricted license to you for utilization during the Term in accordance with the terms and conditions of the Franchise Agreement and the Manual. Further, you agree that competition by you could seriously jeopardize us and the entire Realty Executives System because you have received an advantage through the knowledge of the day-to-day operations and the Know-how related to the System.

(b) Covenants Relating to Know-How. During the Term, you agree to comply with the confidentiality and non-disclosure described in Section 16.4 of the Franchise Agreement regarding the Know-how. You agree that upon the termination, expiration or Transfer of the Franchise Agreement: (i) you will immediately cease to use the Know-how; and (ii) you will not disclose the Know-how to any person at any time. You acknowledge and agree that the Know-how is a valuable asset for us. You further acknowledge and agree that if any Know-how is misappropriated (for example, copied, transferred, published or used without its prior authorization), we will suffer substantial damages, the measure of which may be difficult to ascertain, and therefore, you agree that if you or any of your agents or employees misappropriate our Know-how, you shall pay us the sum of \$100,000 for each use of each item of Know-how misappropriated. You acknowledge and agree that the sum described in the preceding sentence is a reasonable measure of liquidated compensatory damages and does not constitute a penalty. In addition to the relief described in this Section 12(b), we may seek and obtain any other remedy available under the Franchise Agreement, at law, or in equity, including, without limiting the generality of the foregoing, punitive damages and injunctive relief.

(c) Restrictive Covenants During Term. During the Term, you may not directly or indirectly compete with us. For purposes of the preceding sentence, you will be deemed to compete with us if you engage in any of the following activities (collectively, the “Prohibited Activities”):

(i) acquiring, developing, owning, operating, maintaining or having any other interest (including as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative or agent) in any Competitive Business other than owning an interest of five percent or less in a Competitive Business that is a publicly traded company. For the purposes of this Addendum, a “Competitive Business” shall mean any business that either (a) provides any one or more of the following real estate services pertaining to real property: leasing; listing; purchasing; referral; selling; trading; and other services of a similar nature that require a real estate license; or (b) offers, sells or supports franchised or licensed businesses that provide any one or more of the following real estate services pertaining to real property: leasing; listing; purchasing; referral; selling; trading; and other services of a similar nature that require a real estate license;

(ii) diverting or attempting to divert any business from us, one of our affiliates, or one of our franchisees, to a Competitive Business or to you; or

(iii) inducing either (a) any of our employees or managers or any of our affiliates’ or franchisees’ employees or managers to leave the employ of said party; or (b) a customer of ours (or a customer of one of our affiliates or franchisees) to transfer their business away from us (or our affiliate or franchisee) to you or to any other person that is not then a Realty Executives franchisee.

(d) Post-Term Restrictive Covenants. During the Restricted Period (defined below), you may not engage in any of the Prohibited Activities; provided, however, with respect to Section 12(c)(i), the restriction shall be limited to directly or indirectly having any involvement with the offer, sale, development, servicing or support of franchises (or otherwise assisting with the implementation of a franchise system) with respect to any other competing real estate franchise system, including, without limitation, as an independent contractor, consultant, employee or in any other capacity, and such covenant shall not prevent you from acting as a real estate brokerage under your own brand or a rival brand. The term

“Restricted Period” shall mean a period of two years after the termination, expiration or Transfer of the Franchise Agreement; provided, however, that in the event that a court of competent jurisdiction determines that the two-year Restricted Period is unenforceable, “Restricted Period” shall mean a period of one year after the termination, expiration or Transfer of the Franchise Agreement. For purposes of this Section 12(d), the Prohibited Activity relating to having an interest in a Competitive Business shall apply only with respect to Competitive Businesses located or operating within the Restricted Territory. The term “Restricted Territory” means the geographic area within (i) the original Territory under the Franchise Agreement or any previous Franchise Agreement executed by you or your affiliates and (ii) each territory granted to a REALTY EXECUTIVES Territory Releaser or Master Franchisee that is in good standing as of the date of the termination, expiration or Transfer of the Franchise Agreement, as applicable; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within the Territory under the Franchise Agreement. A company is deemed to be operating within the Restricted Territory if they sell or offer to sell competitive goods or services (either directly or through franchised outlets) to customers located in the Restricted Territory or they (or their franchisees) are physically located within the Restricted Territory. There shall be no geographic limitation on the scope of the Prohibited Activity relating to having an interest in a Competitive Business if the Competitive Business uses a trade name, service mark or trademark, logotype, product, concept, format or operating system, or any of the foregoing, that is similar to or suggestive of the Franchise System or the Marks. Notwithstanding the above, with respect to any owner who transfers or disposes of his or her entire ownership interest in you prior to the termination, expiration or Transfer of the Franchise Agreement, the “Restricted Period” shall commence upon the date that such owner transfers or disposes of his or her entire ownership interest in you. If you or an owner engages in any Prohibited Activity during the Restricted Period, then the Restricted Period applicable to you or such owner shall restart upon the date that you or such owner ceases to engage in the Prohibited Activity.

(e) Reasonableness of Covenants. You acknowledge and agree that: (i) the covenants described in Section 12(b), Section 12(c) and Section 12(d) above are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those in Section 12(b), Section 12(c) and Section 12(d) with respect to other Realty Executives franchisees is a benefit to you in that it prevents others from unfairly competing with you; and (iii) your failure to adhere strictly to the restrictions of this Section will cause substantial and irreparable damage to us for which there is no adequate remedy at law. Therefore, you acknowledge that any violation of the terms and conditions of Section 12(b), Section 12(c) or Section 12(d) will give rise to an entitlement to injunctive relief. You acknowledge and agree that you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of these covenants. You hereby waive any right to challenge these covenants as being overly broad, unreasonable or otherwise unenforceable.

(f) Equitable Relief. Each Party has an independent right to apply for equitable relief, including an injunction, regardless of the enforceability of any other section within this Addendum and the Franchise Agreement. Notwithstanding any provision of this Addendum and the Franchise Agreement or any other agreement, the Parties are not required to mediate any claim relating to the subject matter of Section 12.

**13. Take-Back Rights**. You acknowledge and agree that in the event the franchise agreement between us and your releasee is terminated (the “Terminated Franchise Agreement”) in accordance with its terms, you shall have, for a period of thirty days from such termination, the right to cure any defaults and pay any past due amounts due to us, regardless of whether such default or past due amount was the cause of such termination, and take back the territory covered by the Terminated Franchise Agreement as though it had not been released under a Territory Release Agreement.

**14. Miscellaneous.**

(a) Modification. This Addendum and the Franchise Agreement when executed constitute the entire agreement and understanding between the Parties with respect to the subject matter contained herein and therein. Any and all prior agreements and understandings between the Parties and relating to the subject matter contained in this Addendum and the Franchise Agreement, whether written or verbal, other than as contained within the executed Addendum and Franchise Agreement, are void and have no force and effect. In order to be binding between the Parties, any subsequent modifications to this Agreement must be in a writing signed by the Parties.

(b) Effect on Agreement. Except as specifically modified or supplemented by this Addendum, all terms, conditions, covenants and agreements set forth in the Franchise Agreement shall remain in full force and effect.

(c) Inconsistency. In the event of any inconsistency between the executed Franchise Agreement and this Addendum, this Addendum shall prevail.

(d) Defined Terms. Any capitalized term that is not defined herein shall have the meaning ascribed to such term in the Franchise Agreement. Any reference to “Section” or “Sections” shall refer to the Section or Sections of the Franchise Agreement.

(e) Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same document.

(f) Severability. The Parties agree that each section of this Addendum, including each subsection, is severable. In the event that any section or subsection of this Addendum is unenforceable, it will not affect the enforceability of any other section or subsection and each Party to this Addendum stipulates and agrees that the court may impose terms that it deems in its discretion will make the covenants reasonable in terms of their scope, duration and geographical restraint.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first set forth above.

**FRANCHISOR**

REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company

By. \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_, a(n) \_\_\_\_\_

By. \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

TRA EXHIBIT "A"

TO

TERRITORY RELEASE ADDENDUM

**Term and Minimum Development Obligations**

This Addendum shall expire on the earlier of \_\_\_\_\_ or the termination, expiration or Transfer of the Franchise Agreement.

Franchisee agrees to the minimum obligations with respect to the development of the Territory:

EXHIBIT “L”

TO

DISCLOSURE DOCUMENT

**Financing Documents**

*[See Attached]*

**PROMISSORY NOTE**

U.S. \$ \_\_\_\_\_, 202\_\_  
\_\_\_\_\_, Arizona  
(City & State)

**FOR VALUE RECEIVED**, \_\_\_\_\_, a(n) \_\_\_\_\_ (“Debtor”), jointly and severally hereby promises to pay to the order of REALTY EXECUTIVES INTL. SVCS. LLC, an Arizona limited liability company (“Creditor”), at the office of Creditor located at 4343 E. Outlier Blvd., Suite 123, Phoenix, Arizona 85008, the principal amount of \$ \_\_\_\_\_, together with interest on the principal balance outstanding hereunder, from (and including) the date of this Note set forth above until (but not including) the date of payment, at a per annum rate equal to the Stated Interest Rate specified below in accordance with the following terms and conditions:

1. Contracted For Rate of Interest. The contracted for rate of interest of the indebtedness evidenced hereby, without limitation, shall consist of the following: (i) the Stated Interest Rate (as hereinafter defined), as from time to time in effect, calculated monthly, applied to the principal balance from time to time outstanding hereunder; and (ii) all Additional Sums (as hereinafter defined), if any. Debtor agrees to pay an effective rate of interest which is the sum of the Stated Interest Rate plus any additional rate of interest resulting from the application of the Additional Sums, if any.
2. Stated Interest Rate. The principal balance outstanding hereunder from time to time shall bear interest at the Stated Interest Rate. The Stated Interest Rate shall be equal to \_\_\_\_\_% per annum.
3. Late Charge. If Creditor has not received the full amount of any interest or principal payment by the end of 10 calendar days after the date it is due under this Note, Debtor will pay a late charge to Creditor at a rate applied to the overdue payment equal to the lesser of 24% per annum (prorated on a daily basis) or the highest rate permitted by your State’s law. Debtor will pay this late charge on all late payments. Any late charge incurred by Debtor will be paid upon demand by Creditor.
4. Payments. Debtor agrees to repay the Note in \_\_\_\_\_ monthly installments according to the below payment schedule (consisting of principal and accrued interest except as otherwise provided), with the first installment due on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ and subsequent installments due on the 15<sup>th</sup> day of each month thereafter until the earlier of: (i) the date on which the principal and all accrued interest and other amounts payable hereunder are paid in full; or (ii) any sale, transfer, assignment or other disposition (including termination) of Debtor’s franchise rights under the Realty Executives Franchise Agreement, dated \_\_\_\_\_, 202\_\_ (the “Franchise Agreement”), relating to the Realty Executives franchise for which the initial franchise fee is being financed.

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Principal Balance</u>

5. Application and Manner of Payments. Payments received by Creditor with respect to the indebtedness evidenced hereby shall be applied in such order and manner as Creditor in its sole and absolute discretion may elect. Unless otherwise elected by Creditor, all such payments shall first be applied to any late charge under Section 3, then to accrued and unpaid interest at the Stated Interest Rate, next to the principal balance then outstanding hereunder, and the remainder to any Additional Sums or other costs or added charges provided for herein or in the Franchise Agreement. Payments of principal and interest hereunder shall be made at the address

for Creditor first set forth above, or at such other address as Creditor may specify to Debtor in writing.

6. Prepayments. Payments of principal hereof may be made at any time, or from time to time, in whole or in part, without penalty, provided that all previously matured interest and other charges accrued to the date of prepayment are also paid in full. Notwithstanding any partial prepayment of principal hereof, there will be no change in the due date or amount of scheduled payments due hereunder unless Creditor, in its sole and absolute discretion, agrees in writing to such change.

7. Events of Default; Termination of Franchise Agreement. The occurrence of any one or more of the following events shall constitute an “Event of Default” hereunder, and upon such Event of Default, the entire principal balance outstanding hereunder, together with all accrued interest and other amounts payable hereunder, at the election of Creditor, shall become immediately due and payable, without any notice to Debtor, and Creditor may, in Creditor’s sole and absolute discretion, terminate the Franchise Agreement, without any notice to Debtor except as may otherwise be required under the terms of the Franchise Agreement or applicable law: (i) nonpayment of principal, interest or other amounts when the same shall become due and payable hereunder; (ii) the calling of a meeting of the creditors of Debtor or any other person or entity who is or may become liable hereunder; (iii) the making by Debtor or any other person or entity who is or may become liable hereunder of an assignment for the benefit of its creditors; (iv) the appointment of (or application for appointment of) a receiver of Debtor or any other person or entity who is or may become liable hereunder, or the involuntary filing against or voluntary filing by Debtor, or any other person or entity who is or may become liable hereunder, of a petition or application for relief under federal bankruptcy law or any similar state or federal law, or the issuance of any writ of garnishment, execution or attachment for service with respect to Debtor or any person or entity who is or may become liable hereunder, or any property of Debtor or property of any person or entity who is or may become liable hereunder; (v) Debtor transfers any right or obligation under this Note without Creditor’s prior written consent; (vi) Creditor terminates the Franchise Agreement pursuant to the terms contained therein; or (vii) Debtor has committed an event of default under the Franchise Agreement and has failed to cure the default within the applicable cure period, if any.

8. Personal Guaranty. In the event that Debtor is an entity, each person owning any equity interest in Debtor, as well as the spouse of each such person, shall personally guaranty Debtor’s obligations under this Note pursuant to the Personal Guaranty executed in connection with the Franchise Agreement. Depending on the creditworthiness of such individuals and the community property laws of the states in which they reside, Creditor may require that the spouse of one or more of these individuals execute the Personal Guaranty as well.

9. Additional Sums. All fees, charges, goods, things in action or any other sums or things of value, other than the interest resulting from the Stated Interest Rate paid or payable by Debtor (collectively, the “Additional Sums”), whether pursuant to this Note, the Franchise Agreement or any other document or instrument in any way pertaining to this financing transaction, or otherwise with respect to this financing transaction, that, under the laws of the State of Arizona, may be deemed to be interest with respect to this financing transaction, for the purpose of any laws of the State of Arizona that may limit the maximum amount of interest to be charged with respect to this financing transaction, shall be payable by Debtor as, and shall be deemed to be, additional interest, and for such purposes only, the agreed upon and “contracted for rate of interest” of this financing transaction shall be deemed to be increased by the rate of interest resulting from the Additional Sums. Debtor understands and believes that this financing transaction complies with the usury laws of the State of Arizona; however, if any interest or other charges in connection with this financing transaction are ever determined to exceed the maximum amount permitted by law, then Debtor agrees that: (a) the amount of interest or charges payable pursuant to this financing transaction shall be reduced to the maximum amount permitted by law; and (b) any excess amount previously collected from Debtor in connection with this financing transaction that exceeded the maximum amount permitted by law at the time such amount became payable hereunder, will be credited against the principal balance then outstanding hereunder. If the outstanding principal balance hereunder has been paid in full, the excess amount paid will be refunded to Debtor.



10. Waivers. Except as set forth in this Note or the Franchise Agreement, to the extent permitted by applicable law, Debtor, and each person who is or may become liable hereunder, severally waive and agree not to assert: (a) demand, diligence, grace, presentment for payment, protest, notice of nonpayment, nonperformance, extension, dishonor, maturity, protest and default; and (b) recourse to guaranty or suretyship defenses (including, without limitation, the right to require the Creditor to bring an action on this Note). Creditor may extend the time for payment of or renew this Note or release any party from liability hereunder, and any such extension, renewal, release or other indulgence shall not alter or diminish the liability of Debtor or any other person or entity who is or may become liable on this Note except to the extent expressly set forth in a writing evidencing or constituting such extension, renewal, release or other indulgence.

11. Costs of Collection. Debtor agrees to pay all costs of collection, including, without limitation, attorneys' fees, whether or not suit is filed or arbitration proceedings commenced, and all costs of suit and/or arbitration and preparation for suit (whether at trial or appellate level) and/or arbitration, in the event any payment of interest, principal or other amount is not paid when due, or in case it becomes necessary to exercise any other right or remedy hereunder or in the Franchise Agreement, or in the event Creditor is made party to any litigation proceeding because of the existence of the indebtedness evidenced hereby, or if at any time Creditor should incur any attorneys' fees in any proceeding under any federal bankruptcy law (or any similar state or federal law) in connection with the indebtedness evidenced hereby. In the event of any court proceeding, attorneys' fees shall be set by the court and not by the jury and shall be included in any judgment obtained by Creditor.

12. No Waiver by Creditor. No delay or failure of Creditor in exercising any right hereunder shall affect such right, nor shall any single or partial exercise of any right preclude further exercise thereof.

13. Governing Law. This Note shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to the choice of law rules of the State of Arizona.

14. Jurisdiction and Venue. Debtor hereby expressly agrees that in the event any actions or other legal proceedings are initiated by or against Debtor or Creditor involving any alleged breach or failure by any party to pay, perform or observe any sums, obligations or covenants to be paid, performed or observed by it under this Note or the Franchise Agreement, or involving any other claims or allegations arising out of the transactions evidenced or contemplated by this Note or the Franchise Agreement, regardless of whether such actions or proceedings shall be for damages, specific performance or declaratory relief or otherwise, such actions shall be brought in the jurisdiction and venue specified in the Franchise Agreement. Debtor consents to such jurisdiction and venue and waives any defenses related thereto. Any action arising under this Note shall be brought in accordance with Section 21 of the Franchise Agreement.

15. Joint and Several Liability. If Debtor is comprised of more than one person or entity, the obligations of each of the persons or entities of which Debtor is comprised shall be joint and several.

16. Time of Essence. Time is of the essence of this Note and each and every provision hereof.

17. Conflicts; Inconsistency. In the event of any conflict or inconsistency between the provisions of this Note and the provisions of the Franchise Agreement, the provisions of this Note shall govern and control to the extent necessary to resolve such conflict or inconsistency.

18. Amendments. No amendment, modification, change, waiver, release or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

19. Severability. If any provision hereof is invalid or unenforceable, the other provisions hereof shall remain in full force and effect and shall be liberally construed in favor of Creditor in order to effectuate the

other provisions hereof.

20. Binding Nature. The provisions of this Note shall be binding upon Debtor and the heirs, personal representatives, successors and assigns of Debtor, and shall inure to the benefit of Creditor and any subsequent holder of all or any portion of this Note, and their respective successors and assigns. Creditor may from time to time transfer all or any part of its interest in this Note without notice to Debtor.

21. Notice. Any notice or other communication with respect to this Note shall be given in the manner set forth in the Franchise Agreement.

22. Construction. This Note shall be construed as a whole, in accordance with its fair meaning, and without regard to or taking into account any presumption or other rule of law requiring construction against the party preparing this Note. The section headings set forth in this Note are for convenience only and shall not have substantive meaning hereunder or be deemed part of this Note.

**IN WITNESS WHEREOF**, Debtor has executed this Note as of the date first set forth above.

**“Debtor”**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

\_\_\_\_\_

Address of Debtor:

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

EXHIBIT “M”

TO

DISCLOSURE DOCUMENT

**STATE EFFECTIVE DATES**

**State Effective Dates**

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

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

<b>State</b>	<b>Effective Date</b>
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

EXHIBIT “N”

TO

DISCLOSURE DOCUMENT

**Receipts**

*[See Attached]*

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 REALTY EXECUTIVES INTL. SVCS. LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or granting of franchise. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 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.

If REALTY EXECUTIVES INTL. SVCS. 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, DC 20580, and the appropriate state agency listed in Exhibit "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are **(to be completed by franchise seller involved in sales process):**

\_\_\_\_\_ David Celaya; 4343 E. Outlier Blvd., Suite 123, Phoenix, Arizona 85008; Phone: 602-957-0747

\_\_\_\_\_ Dale Schaechterle; 810 Cardinal Lane #110, Hartland, Wisconsin 53029; 262-443-0103

\_\_\_\_\_ Dana Keegan; 810 Cardinal Lane #110, Hartland, Wisconsin 53029; 414-469-0624

\_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_

Our agent to receive service of process is listed in Exhibit "B" to this Disclosure Document.

Issuance Date: April 14, 2023

I have received the REALTY EXECUTIVES Franchise Disclosure Document that included the following Exhibits:

- Exhibit A List of State Administrators and Agents for Service of Process
- Exhibit B Franchisor’s Agent for Service of Process
- Exhibit C Franchise Agreement
- Exhibit D Territory Release Agreement
- Exhibit E General Release
- Exhibit F Table of Contents to Manual
- Exhibit G List of Franchisees
- Exhibit H Financial Statements
- Exhibit I State Addenda and Agreement Riders
- Exhibit J Franchisee Organizations
- Exhibit K Territory Release Addendum
- Exhibit L Financing Documents
- Exhibit M State Effective Dates
- Exhibit N Receipts

Date: \_\_\_\_\_

FRANCHISEE: \_\_\_\_\_

State: \_\_\_\_\_

Print Name: \_\_\_\_\_

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 REALTY EXECUTIVES INTL. SVCS. LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or granting of franchise. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 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.

If REALTY EXECUTIVES INTL. SVCS. 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, DC 20580, and the appropriate state agency listed in Exhibit "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are **(to be completed by franchise seller involved in sales process):**

\_\_\_\_\_ David Celaya; 4343 E. Outlier Blvd., Suite 123, Phoenix, Arizona 85008; Phone: 602-957-0747

\_\_\_\_\_ Dale Schaechterle; 810 Cardinal Lane #110, Hartland, Wisconsin 53029; 262-443-0103

\_\_\_\_\_ Dana Keegan; 810 Cardinal Lane #110, Hartland, Wisconsin 53029; 414-469-0624

\_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_

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Date: \_\_\_\_\_

FRANCHISEE: \_\_\_\_\_

State: \_\_\_\_\_

Print Name: \_\_\_\_\_