

## FRANCHISE DISCLOSURE DOCUMENT

At World Franchising, LLC  
d/b/a @properties  
A Delaware Limited Liability Company  
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Chicago, IL 60642  
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Website: [www.atproperties.com](http://www.atproperties.com)

At World Franchising, LLC d/b/a @properties offers a franchise for the opportunity to develop a full service @properties residential real estate brokerage business.

The total investment necessary to begin operation of a @properties franchise is \$64,350 to \$433,000. This includes \$35,000 to \$40,000 that must be paid to the franchisor or its affiliate(s).

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 Michael Golden, 806 N. Peoria St., Chicago, IL 60642; (312) 254-0200.

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 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. 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 11, 2025, as amended October 27, 2025

## 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 Exhibits E and F.
<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 G 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 @properties business in the 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 @properties franchisee?</b>	Item 20 or Exhibits E and F 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 B.

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Illinois. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and/or litigate with the franchisor in Illinois than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

## **MICHIGAN ADDENDUM TO THE DISCLOSURE DOCUMENT**

**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:**

- (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 Franchised 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, logo type, 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 obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

**THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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

To simplify this Franchise Disclosure Document, the terms “we,” “us,” and “our” refer to At World Franchising, LLC d/b/a @properties, the “Franchisor.” The terms “you” and “your” refer to the person or entity, or “Franchisee,” that buys this franchise, including any guarantors.

Franchisor

We are a Delaware Limited Liability Company formed on July 7, 2020. Our principal business address is 806 N. Peoria Street, Chicago, IL 60642. We do business as “@properties.” Exhibit B contains our agents for service of process.

We offer franchises for the right to operate a full-service residential real estate brokerage business using the Marks, including “@properties”, pursuant to a franchise agreement (described below and attached to this Disclosure Document) (“Franchised Business”). We began offering franchises in August 2020. We have not offered franchises in any other line of business. We have not and do not conduct the type of business you will operate.

Predecessor, Parents & Affiliates

Our direct parent is At World Properties, LLC, an Illinois limited liability company formed on March 17, 2000, with a principal business address at 806 N. Peoria St., Chicago, IL 60642 (“Parent”). Parent is a real estate brokerage that offers brokerage services to real estate buyers and sellers and relocation services to companies and other institutions. Except for relocation services that may be provided to you under a separate addendum to the franchise agreement, Parent does not offer products or services to @properties franchisees or offer franchises in any line of business.

Parent’s ultimate parent entity, through a subsidiary, is At World Properties Holdings, LLC (formerly known as QCGW Holdings LLC) (“Ultimate Parent”), a Delaware limited liability company, with a principal business address at 806 N. Peoria Street, Chicago, IL 60642 that was formed on April 12, 2018. Ultimate Parent does not offer products or services to our franchisees nor offer franchises in any line of business. On January 13, 2025, Compass, Inc. (“Compass”), a Delaware corporation and a real estate brokerage firm with a principal business address at 110 Fifth Avenue, 4th Floor, New York, New York 10011, acquired control of Ultimate Parent. Compass is a real estate brokerage company, that primarily represents buyers and sellers of residential properties, which is similar to the products and services offered by @properties franchisees. Compass operates in approximately 95 markets in the United States, with over 400 offices. Compass does not offer and has not offered franchises in any line of business.

[On September 22, 2025, our parent Compass and Anywhere Real Estate Inc. \(“Anywhere”\), a real estate brokerage company whose shares are listed on The New York Stock Exchange under the symbol, “HOUS,” announced the signing of a definitive merger agreement to combine in an all-stock transaction \(the “Transaction”\). Upon completion of the Transaction, current Compass shareholders would own approximately 78% of the combined company on a fully diluted basis, while current Anywhere shareholders would own approximately 22%. The Transaction has been](#)

unanimously approved by the Boards of Directors of both Anywhere and Compass but has not been completed. The parties expect the Transaction to close in the second half of 2026, subject to approval by the shareholders of both Anywhere and Compass, receipt of regulatory approvals and satisfaction of other customary closing conditions. Anywhere and its affiliates, including Sotheby's International Realty Affiliates LLC, Corcoran Group LLC, Coldwell Banker Real Estate LLC, Century 21 Real Estate LLC, Better Homes and Gardens Real Estate LLC, and ERA Franchise Systems LLC, franchise others to operate residential real estate brokerage businesses, including those operating under the "Sotheby's International Realty®" "Corcoran®", "Coldwell Banker Commercial®", "Coldwell Banker®", "CENTURY 21®", "Better Homes and Gardens® Real Estate" and "ERA®" marks, and they may compete with your business, if and when the Transaction closes.

We have several affiliates that operate residential real estate brokerage businesses under the "@properties" mark and @properties system. As of December 31, 2024, our affiliates operate 41 company-owned @properties locations in Illinois, Indiana, Michigan, and Wisconsin.

Our affiliate, Proper Title LLC ("Proper Title"), is an Illinois limited liability company formed on November 21, 2011 with its principal business address at 1530 E. Dundee Rd., Palatine, IL 60074. Proper Title supplies title insurance to all @properties franchisees. It has never offered franchises in this or any other line of business, and it does not operate the same type of business that is described in this Disclosure Document.

Our affiliate, Proper Rate, LLC ("Proper Rate"), is an Illinois limited liability company formed on October 24, 2019 with its principal business address at 1800 West Larchmont Ave, Chicago, IL 60613. Proper Rate may provide mortgage services to @properties franchisees in the future. It has never offered franchises in this or any other line of business, and it does not operate the same type of business that is described in this Disclosure Document.

Our affiliate, At Properties Developer Services, LLC ("At Development") is a Delaware limited liability company formed on January 10, 2017 with its principal business address at 806 N. Peoria St., Chicago, IL 60642. At Development Operates a real estate development services business and may provide @properties franchisees with consulting and marketing services in their franchised businesses. It has never offered franchises in this or any other line of business, and it does not operate the same type of business that is described in this Disclosure Document.

Our affiliate, Suburban Jungle, LLC ("Suburban Jungle") is an Illinois limited liability company with its principal business address at 806 N. Peoria St., Chicago, IL 60642. Suburban Jungle may provide lead generation services to Affiliates. It has never offered franchises in this or any other line of business, and it does not operate the same type of business that is described under this Disclosure Document.

Our affiliate, Ansley Atlanta Real Estate, LLC ("Ansley") is a Georgia limited liability company with its principal business address at 9680 Lincoln Way Lane, Suite 2100, Chicago, IL, 60611. Ansley is a real estate brokerage that offers brokerage services to real estate buyers and sellers. Ansley does not offer products or services to @properties franchisees or offer franchises in any line of business.

There are no other affiliates that are required to be disclosed in this Disclosure Document.

### Affiliated Franchise Programs

Parent is the direct parent of Christie's International Real Estate, LLC ("CIRE"). CIRE is a Delaware limited liability company that was incorporated on June 2, 1995 and was converted from a corporation to a limited liability company on December 1, 2021 and that has a principal place of business located at 806 N. Peoria Street, Chicago, IL 60642. CIRE offers and sells residential real estate brokerage franchises using the trademark "CHRISTIE'S INTERNATIONAL REAL ESTATE" and other related marks ("CIRE Marks") and began offering franchises in 2022. From 2011 to December 2021, CIRE went by the name Christie's International Real Estate, Inc. Prior to 2011, CIRE went by the name Christie's Great Estates Inc. As of December 31, 2024, there are 33 US franchisees. CIRE does not offer products or services to @properties franchisees and has never granted franchises in other lines of business.

Our affiliate, Christie's International Real Estate Management, LLC, is CIRE's guarantor. Christie's International Real Estate Management, LLC's principal business address is 806 N. Peoria Street, Chicago, IL 60642. It has never offered franchises in this or any other line of business. It does not operate the same type of business that is described under this Disclosure Document. Its primary business activity is to provide management and support services to real estate entities.

Our affiliate, Christie's International Real Estate Europe Limited, has offered licenses for real estate brokerage businesses under the CIRE Marks outside of the United States since 2005. Christie's International Real Estate Europe Limited's principal business address is 8 King Street, London, SW1Y 6QT, United Kingdom. It does not operate the same type of business that is described under this Disclosure Document, and its primary business activities are offering licenses and supporting international Affiliates.

There are no other parents, predecessors, or affiliates that are required to be disclosed in this Disclosure Document.

### The Franchise We Offer

We offer you the opportunity to purchase a franchise for a Franchised Business and use the Marks, proprietary methods, by signing an agreement ("Franchise Agreement") with us. The Franchise Agreement is attached here as Exhibit C. You must obtain our prior written consent to the physical address of your Franchised Business ("Main Office") before you can commence operations of your Franchised Business. Under the Franchise Agreement, you will be permitted to use our marketing, business development, and advertising techniques; operating procedures; brand standards; business methods; and other expertise we may supply to you (collectively, the "@properties System"). It will be your sole responsibility to operate your Franchised Business in compliance with all applicable laws and regulations, as required under the Franchise Agreement, and as outlined in the Operations Manual. Under the Franchise Agreement, you may only operate the Franchised Business from the Main Office. If you desire to operate the Franchised Business at multiple locations, you must obtain our prior written consent, pay the then-current fees, and sign our "Additional Office Addendum" or "AOA."

At the time you sign the Franchise Agreement, you will identify one individual who will operate the Franchised Business on a full-time basis (the “Responsible Broker”). The Responsible Broker must be a licensed real estate broker in all jurisdictions you will operate the Franchised Business.

### Laws and Regulations

You must comply with all applicable laws and regulations that apply to your Franchised Business, including those governing the operations of real estate brokerages. Additionally, you, your Franchised Business, and/or your Responsible Broker must be a licensed real estate broker in every jurisdiction you operate the Franchised Business. Each real estate broker and real estate agent must obtain and maintain the required applicable licenses and permits required within the jurisdictions the Franchised Business will operate. You are solely responsible for investigating and complying with all applicable laws and regulations.

In addition to your compliance with applicable laws, you must comply with the Code of Ethics of the National Association of REALTORS®, National Association of Residential Property Managers, and the rules and regulations of the state and local boards of realtors within the geographic area you operate the Franchised Business. You shall not be required to follow any National Association of REALTORS® Code of Ethics and Standards of Practice, or local MLS Rules and Regulations should those codes, standards, rules, or regulations potentially violate any state or federal antitrust or unfair competition laws.

### Competition

The general market for real estate brokerage services is well developed. Your primary competition will come from other real estate brokers and agencies who assist consumers in buying and sell real estate and property and Homeowner Association management companies. These competitors include national and regional brands and networks of real estate brokerages, as well as individual brokerages. Your services will primarily be sold to homeowners, prospective homeowners, landlords, and Homeowner Associations. Sales are year-round.

## **ITEM 2 BUSINESS EXPERIENCE**

Michael Golden, Co-CEO. Mr. Golden has served as our Co-CEO since July 2020. He is based in Chicago, Illinois. Mr. Golden also serves as the co-CEO of CIRE in Chicago, Illinois, and has held that role since December 2021. In addition, Mr. Golden serves as the co-CEO to At World Properties, LLC in Chicago, Illinois, and has held this role since April 2000.

Thaddeus Wong, Co-CEO. Mr. Wong has served as our Co-CEO since July 2020. He is based in Chicago, Illinois. Mr. Wong also serves as the co-CEO to CIRE in Chicago, Illinois, and he has held this role since December 2021. In addition, Mr. Wong also serves as the co-CEO to At World Properties, LLC in Chicago, Illinois, and he has held this role since April 2000.

*Joni Meyerowitz, Chief Operating Officer.* Ms. Meyerowitz has served as our Chief Operating Officer since July 2020. She is based in Chicago, Illinois. Ms. Meyerowitz also serves as the Chief Operating Officer for At World Properties, LLC in Chicago, Illinois, and she has held this role since November 2010.

*G. Scott Hurlock, Strategic Growth Advisor.* Mr. Hurlock has served as our Strategic Growth Advisor since August 2025. He is based in Chicago, Illinois. He also serves as the Senior Vice President of Strategic Growth for our affiliate Christie’s International Real Estate, LLC in Chicago, Illinois since August 2025. Prior to that, Mr. Hurlock served as Senior Vice President, Expansion for Engel & Völkers in New York, New York from October 2021 to August 2025 and as Senior Vice President of Franchise Development for HomeSmart International in Scottsdale, Arizona from April 2020 to September 2021.

*Nicole Konsler, Affiliate Services Advisor.* Ms. Konsler has served as our Affiliate Services Advisor since April 2025. She is based in Chicago, Illinois. She also serves in a similar role, as Executive Vice President of Affiliate Services, for our affiliate Christie’s International Real Estate, LLC in Chicago, Illinois since April 2025. Previously, Ms. Konsler served as the Vice President of p@form Education for Christie’s International Real Estate, LLC from September 2023 to March 2025, and as our Senior Manager, Affiliate Training & Coaching from January 2021 to September 2023, and as our Senior Manager, Coaching & Transition from September 2017 to December 2020.

### ITEM 3 LITIGATION

#### *Antitrust Putative Class Actions*

In late 2023 and early 2024, six class action lawsuits were brought against national real estate brokerage and sales companies, including Parent, us, and Christie’s International Real Estate Group, LLC and The National Association of Realtors (“NAR”), related to certain real estate listing policies, which are alleged to be anticompetitive and in violation of certain antitrust laws, described below. The relief sought in each of these matters included requests for (i) a determination that the action may be maintained as a class action, (ii) an order declaring the defendants’ actions violated the law, (iii) damages and/or restitution for class members, (iv) pre- and post-judgment interest, (v) plaintiff’s costs of suit, (vi) a permanent injunction enjoining the defendants from continuing conduct determined to be unlawful, and (vii) other relief as deemed appropriate. The six class action lawsuits are as follows:

1925 Hooper LLC et al v. The National Association of Realtors et al., Case No. 23-CV-05392 (N.D. Ga. filed Nov. 22, 2023). Putative class action on behalf of nationwide class of persons who engaged a listing broker affiliated with any defendant anywhere in the United States and incurred a commission payment to the buyer’s broker in connection therewith from December 6, 2019 through the date of case filing. This case was dismissed following the announcement of the settlement in *Umpa v. The National Association of Realtors et al.*

Burton v. Bluefield Realty Group, LLC et al. – Case No. 24-cv-01800-JDA (D.S.C.). Putative class action on behalf of statewide class of persons from November 6, 2019, through the date of

case filing who used a listing broker in the sale of a home listed on an MLS in the District of South Carolina. This case is stayed during the pendency of the appeals of the order granting final approval of the settlement in *Umpa v. The National Association of Realtors et al.*

*Friedman v. The Real Estate Board of New York, Inc. et al*, Case No. 24-CV-00405 (S.D.N.Y.), originally 23-CV-09601 (E.D.N.Y. filed Dec. 29, 2023). Putative class action on behalf of class of persons who sold residential real estate in REBNY Brooklyn using the services of a broker defendant and paid a buyer broker commission from January 18, 2020 through the date of case filing. Christie's International Real Estate LLC was voluntarily dismissed following the announcement of its settlement in *Umpa v. The National Association of Realtors et al.*

*March v. The Real Estate Board of New York et al*, Case No. 23-CV-09995 (S.D.N.Y. filed Jan. 1, 2024). Putative class action on behalf of class of persons who sold residential real estate with the Real Estate Board of New York Listing Service Universal Co-Brokerage Agreement Rules and Regulations from November 8, 2019 through the date of case filing. This case is stayed during the pendency of the appeals of the order granting final approval of the settlement in *Umpa v. The National Association of Realtors et al.*

*Tuccori v. At World Properties, LLC*, Case No. 24-CV-00150 (N.D. Ill. filed Jan. 05, 2024). Putative action on behalf of nationwide class of persons from March 17, 2000 through the date of case filing who purchased residential real estate listed on a NAR Multiple Listing Services ("MLS") in a transaction with a buyer-agent and/or seller agent employed by or otherwise affiliated with Company or any of its franchisees, subsidiaries, agencies, or otherwise affiliated entities. The parties have agreed to a settlement framework and the case is stayed while the plaintiff attempts to meet the steps necessary to advance the settlement towards resolution.

*Umpa v. The National Association of Realtors et al.*, Case No. 23-cv-000945 (W.D. Mo. filed Dec. 27, 2023). Putative class action on behalf of nationwide class of persons from December 27, 2019 through the date of case filing who used a listing broker affiliated with any corporate defendant in the sale of a home listed on an MLS, and who paid a commission to a cooperating broker in connection with the sale of the home. Parent filed an individual and joint motion to dismiss and a motion to strike arbitrating class members. In November, 2024, the court issued a final approval of the settlement in this case. [Under the settlement, Parent agreed to \(i\) pay a settlement amount into a fund that would be distributed to members of the nationwide class; \(ii\) undertake certain operational changes for company-owned outlets \(and recommend to franchisees to do the same\) including, informing home sellers/buyers of the negotiable nature of broker commissions, disclosing if certain compensation is received in connection with a marketed home, and refraining from filtering or restricting listings based on the compensation received in connection with the sale of a home; and \(iii\) cooperate with certain other legal actions associated with the class action.](#)

### *Other Pending Actions*

*Stuart v. HK Lane Palm Desert, Inc.*, Case No. PSC-1804352 (Sup. Ct. Cal. filed Jul. 23, 2018). Bruce F. Stuart, Trustee of the Bruce F. Stuart Trust Dated May 21, 1996, filed suit against Christie's International Real Estate's affiliate HK Lane Palm Desert, Inc., as well as Christie's International Real Estate for breach of fiduciary duty, professional negligence, fraudulent



misrepresentation, negligent misrepresentation, and constructive fraud, alleging that a licensed broker of one of HK Lane Palm Desert, Inc. in California failed to disclose that apartments on a property the broker partner sold to Stuart were not properly permitted and did not have certificates of occupancy. Stuart seeks actual damages, punitive damages, pre- and post-judgment interest, costs and attorneys' fees. The parties have entered into a settlement agreement which is pending approval from the bankruptcy court due to HK Lane Palm Desert, Inc.'s ongoing bankruptcy.

Kjarsgaard v. Reilly, et al., Case No. 2018 L 11552 (Ill. Cir. Ct. filed Feb. 17, 2017). Parent and licensed broker partners that are affiliated with Parent are currently the subject of a suit that alleges failure to disclose, fraud, and misrepresentations in connection with the sale of real estate to buyers, Joel and Kathryn Kjarsgaard. On April 9, 2019, the Court granted defendants' motion to dismiss, and on November 9, 2021, the plaintiffs appealed. The Court affirmed dismissal in part and reversed in part. Defendants moved to dismiss the remaining counts, and the Court granted the motion but gave plaintiffs leave to replead, which they did on February 16, 2024. The court granted Parent's motion dismissing with prejudice. Parent settled for \$10,000 paid to the plaintiffs.

Aratlakov v. Lost Island, et. al., Case No. 2023 LA 19 (Ill. Cir. Ct. filed February 28, 2023). Parent and licensed broker partners that are affiliated with Parent are currently the subject of a suit that alleges failure by a broker partner to disclose zoning and misrepresentation of property use, allegedly prohibited under applicable zoning regulations, in connection with the sale of real estate to buyer Aratlakov. Aratlakov seeks monetary damages. Parent intends to vigorously defend against these charges and will move for summary judgment.

Lyons vs. Wilson, et al., Case No. 2023 L 7202 (Ill. Cir. Ct. filed July 19, 2023). Parent and licensed broker partners that are affiliated with Parent are currently the subject of a suit by a real property buyer Richard Lyons, who purchased real property sold by a broker partner. The suit alleges Lyons was defrauded into purchasing a property with three independent flats which was allegedly not configured as a three-flat. Damages alleged are \$150,000. Parent intends to vigorously defend against these charges.

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

#### **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this item.

#### **ITEM 5 INITIAL FEES**

You must pay to us an initial fee of \$35,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is due to us in full when you return to us signed copies of your Franchise Agreement. The Initial Franchise Fee is fully earned by us upon receipt, and the Initial Franchise Fee is non-refundable under any circumstances.

In addition, a portion of your start-up supplies and inventory, such as listing presentations, buyer books, and relocation booklets, may be purchased from us, instead of third-party suppliers. The amount will vary based on your office, but we estimate that the costs will be between \$2,500 to \$5,000. These payments must be made promptly upon receipt of the products or invoice, are fully earned upon payment, and non-refundable.

**ITEM 6  
OTHER FEES**

Fee (Note 1)	Amount (Note 2)	Due Date	Remarks
Royalty Fee	3%-6% of Gross Revenues, depending on whether you have a Protected Territory and other factors	Monthly	Paid via Electronic Funds Transfer (EFT).  You and we will negotiate your Royalty Fee, which will vary based on whether you have a Protected Territory and other factors. It will range between 3% and 6%. Among the other factors that might come into play are the size of the territory; the size of the brokerage; if the franchisee is an existing real estate broker that is converting to the “@properties” brand, and may have an established pipeline of potential sales; or as an incentive to convince a conversion franchisee to join the “@properties” network.”
Advertising Fund Fee	Currently not collected	If collected, monthly with the Royalty Fee	We do not currently have an Advertising Fund. If implemented, the Advertising Fund Fee will not exceed 3% of Gross Revenues.
Brokerage Tech Fee	\$500 per month for the Main Office  \$250 per month per each Additional Office	Monthly with the Royalty Fee	You will pay this fee once the Franchised Business commences operations. We may increase the Brokerage Tech Fee upon 30 days’ notice to you, and we will not increase the Brokerage Tech Fee more than once per calendar year.
User Technology Fee	\$50 per staff member and agent affiliated with your Franchised Business	Monthly with the Royalty Fee	You will pay this fee once the Franchised Business commences operations. We may increase the User Tech Fee upon 30 days’ notice to you, and we will not increase the User Tech Fee more than once per calendar year.
@academy, Founder Training, Designated Programming	Currently, not collected but the expected range would be between \$200 to \$3,000, per person per day	Upon demand	(Note 3)
Additional Training	Currently, \$500 per attendee per day	Upon demand	
Annual Conference Fee	Currently, not collected	Before attending the Annual Conference	<a href="#"><u>We may modify the Annual Conference Fee upon 30 days’ prior written notice to you; however, we will not increase the fee more than 10% annually.</u></a>



Fee (Note 1)	Amount (Note 2)	Due Date	Remarks
Transfer Fee	\$5,000	Before you complete the transfer	You pay the transfer fee when the Franchise Agreement, the Franchised Business, or a material interest in you is transferred. You do not pay the transfer fee if the transferee is an entity controlled by you.
Renewal Fee	\$1,000	Upon notice of intent to renew	
Audit Fee	Cost of Audit	When incurred	Payable if audit discloses an under reporting of Gross Revenues or underpayment to us by 2% or more.
Insurance	Actual amount incurred	Upon demand	If you fail to purchase the insurance policies required under the Franchise Agreement, we may purchase them on your behalf, and you will reimburse us.
Liquidated Damages	An amount equal to the total amount of Royalty Fees payable by you over the previous 12 months (or the annualized amount of Royalty Fees if your Franchised Business has not been open for at least 12 months) and multiplied by the lesser of 24 or the number of months remaining on the term of the Franchise Agreement	When the franchise agreement is terminated prior to the end of the initial term	This is not a penalty but is an attempt to calculate of our damages for lost future revenue resulting from your breach or termination of the Franchise Agreement.
Interest	Lesser of 1.5% per month or the maximum permitted by law	Owed on past due amounts	
Tax indemnity	Actual amount incurred	Upon demand	If required by the federal, state or locality in which your franchise is located. Including sales, excise or gross receipts tax or similar type tax on the initial franchise fee, royalty, and other fees and costs.
Step-In Management Fee	Currently \$500 per day plus costs and expenses	Upon demand	In the event of your death or incapacity, we are entitled to a per diem amount, currently \$500 per day, plus reimbursement for any reasonable expenses we incur in managing your Franchised Business. <a href="#"><u>We may modify the Step-in Management Fee upon 30 days' prior written notice to you; however, we will not increase the fee more than 10% annually.</u></a>
Digital Campaigns	Your pro-rata share of the cost	At time of expense	We may negotiate contracts with vendors such as realtor.com, Zillow, Trulia, and Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the

Fee (Note 1)	Amount (Note 2)	Due Date	Remarks
			vendor or reimburse us.
Indemnity	Actual loss sustained	Upon demand	You must indemnify us from any loss arising directly or indirectly from the Franchise Agreement, your operation of the Franchised Business, our relationship, your and/or your employees' actions or inactions, any claim that we are a joint employer with you for any reason, your activities under the Franchise Agreement, and/or your breach of the Franchise Agreement, etc.
Attorney Fees and Costs	Actual amount incurred	Upon demand	If we are the substantially prevailing party in litigation with you, you agree to pay our costs and attorney fees.
Late Payment Fee	\$100 for each failure to pay each fee on time, and interest on the overdue amount at the rate of 1.5% per month (or the maximum rate permitted by applicable law, if less than 1.5%) from the date such amount was due until paid in full	Upon demand	
MLS Fee	\$5,000 to \$10,000	Upon Demand	If you add additional MLS feeds to your account, you may be responsible to pay the MLS set up fee. This amount ranges based on the amount that the individual MLS charges for setup. These fees will be shared with you and approved by you prior to being charged.
DMS Fee	\$125 per agent	Annually	If you are using our proprietary software, there is an annual charge of \$125 per agent for the Deal Management System for access to all MLS forms and DocuSign through our proprietary software.

Notes:

1. Fee. Except where otherwise specified, we uniformly impose and collect all the fees in this table, you pay them to us, and they are not refundable.

2. Amount. "Gross Revenues" means the aggregate dollar amount from all sales of goods or services made, provided by, or in connection with the Franchised Business or the Marks, whether for cash or credit or non-cash payments or consideration at fair market value, regardless of collection in the case of credit, before the deductions of any fees, costs, or expenses you incur. Gross Revenue includes, without limitation the total commissions earned from each transaction before any deductions, including without limitation, MLS fees. By way of example, and not a limitation, in the event your office or one of your agents sells a home with a closing

price of \$500,000, a commission of 6%, a seller/buyer agent split of 50/50, this sale would generate a gross commission of \$15,000. The Gross Revenue for that transaction, upon which Royalties and other fees will be calculated, will be \$15,000.

Before you may commence operations of the Franchised Business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us via ACH electronic funds transfer. See Exhibit 2 to the Franchise Agreement.

3. @academy, Founder Mentoring, and other Designated Programming. We may develop (a) an additional training program for you and your affiliated real estate agents (“@academy”), (b) a mentoring program for you, your Designated Owner, and any other individuals we approve (“Founder Mentoring”), and (c) any other specialty training, mentoring, or development program we develop from time to time (“Designated Programming”). You will pay any fees we designate for @academy, Founder Mentoring, and any other Designated Programming as we describe in the Operations Manual, and we will not increase any such fees more than once per calendar year, once implemented. We may implement the @academy, Founder Mentoring, and any other Designated Programming at any time we determine, and you agree to participate in the @acaemdy, Founder Mentoring, and any other Designated Programming as described in the Operations Manual at any time we designate. We may modify the Additional Training fee upon 30 days’ prior written notice to you; however, we will not increase the Additional Training fee more than 10% annually.

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b> (Note 1)	<b>Estimated Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee (Note 2)	\$35,000	Lump sum	When you sign the Franchise Agreement	Us
Initial Training Expenses (Note 3)	\$1,000 to \$10,000	As incurred	Before opening	Third-party vendors
Leasehold Improvements (Note 4)	\$0 to \$150,000	As agreed upon	As agreed upon	Third-party vendors
Rent and Security Deposit (Note 5)	\$3,000 to \$10,000	As agreed upon	As agreed upon	Landlord
“For Sale” Signage (Note 6)	\$1,000 to \$25,000	As incurred	Before opening	Third-party vendors
Office Signage	\$250 to \$5,000	As incurred	Before opening	Third-party

Type of Expenditure (Note 1)	Estimated Amount	Method of Payment	When Due	To Whom Payment is to be Made
(Note 7)				vendors
Equipment and Furniture (Note 8)	\$7,500 to \$50,000	As incurred	Before opening	Third-party vendors
Computers and Software (Note 9)	\$2,500 to \$10,000	As incurred	Before opening	Third-party vendors
Start-up Supplies and Inventory (Note 10)	\$5,000 to \$10,000	As incurred	As incurred	Third-party vendors and Us
Insurance (Note 11)	\$1,500 to \$25,000	As incurred	Before opening	Third-party vendors
Professional Fees (Note 12)	\$1,500 to \$5,000	As incurred	As incurred	Accountants, Attorneys
Utilities (Note 13)	\$350 to \$2,500	As incurred	As incurred	Third-party vendors
Licensing Costs (Note 14)	\$500 to \$2,500	As incurred	As incurred	State agencies
Data Feed Transmission (Note 15)	\$250 to \$3,000	As incurred	As incurred	Third-party vendors
Additional Funds – 3 Months (Note 16)	\$5,000 to \$90,000	As incurred	As incurred	Third-party vendors
<b>TOTAL (Note 17)</b>	<b>\$64,350 to \$433,000</b>			

Notes:

1. **Type of Expenditure.** The amounts in Item 7 assume you are an existing real estate brokerage company with approximately 50 affiliated real estate agents converting to a @properties Franchised Business. If you are a new real estate brokerage company, your costs will likely be higher than those included in this Item 7. None of the fees paid to us in this chart are refundable. Whether such fees paid to third parties are refundable would depend upon their policies. We do not offer direct or indirect financing to franchisees for any items.

2. **Initial Franchise Fee.** The initial franchise fee is \$35,000 and is payable in accordance with Item 5.

3. **Initial Training Expenses.** We typically offer initial training in or near Chicago, Illinois, but we may offer the initial training electronically. Travel and living expenses will vary significantly depending upon whether you live within driving distance or whether you must fly, rent a car, or incur lodging expenses.

4. **Leasehold Improvements.** You will operate the Franchised Business from a retail office location that we consent to. We anticipate the amount of leasehold improvement expense that you will incur will depend upon whether you already have a suitable office location and, if not, the extent to which you will need to make renovations and repairs.

5. **Rent and Security Deposit.** We anticipate your Franchised Business will need to rent a location containing approximately 1,000 to 10,000 square feet depending on the number of agents that are affiliated with your Franchised Business, the location of your Franchised Business, and other factors. The amount of rent that you will incur will depend upon whether you already have a suitable office location and will also vary considerably in different market areas. The figures in the chart are an estimate rent for the first three months plus a security deposit for one month's rent.

6. **“For Sale” Signage.** The amount you will spend on “for sale” signage will depend on a number of factors, including the number of agents affiliated with your Franchised Business, the number of properties the Franchised Business lists at a time, and other factors.

7. **Office Signage.** You must obtain exterior signage for identifying the Main and Additional Offices of the Franchised Business. The type of signage allowed varies depending on city ordinances, property owner's association covenants, and landlord preferences.

8. **Equipment and Furniture.** You will need telephones, chairs, desks, file cabinets, tables, scanner, printer, and other items we specify. The amount you incur will depend on the size of your Main Office, the number of Additional Offices your Franchised Business operates, the number of agents affiliated with your Franchised Business, and other factors.

9. **Computers and Software.** We require you to use the computer hardware, software, and systems as we specify, which may include vendors that we designate from time to time, which may include us, our affiliates, or third parties. Even if you have the required computer hardware we require, you may incur costs to access the required computer software and systems we require, including our proprietary technology system. In order to utilize some of the functionality of the proprietary software, you or your agents may be required to contract with 3rd party software providers and pay additional fees, or we may implement those additional technology tools, processes, or systems, and you will be responsible for paying additional fees related to those implementations.

10. **Start-Up Supplies and Inventory.** Your primary cost for start-up supplies and inventory will be basic real estate related marketing materials, products (listing presentations, buyer books, relocation booklets, branded closing gifts, About Us brochures, etc.), touchpoints, paper, and general office supplies.

11. **Insurance.** You will need to obtain insurance in the types, amounts and coverages as we specify, as summarized in Item 8. Your costs will vary depending on your geographic location, the insurance company that issues your Franchised Business' policies, the number of agents affiliated with the Franchised Business, and other factors.

12. **Professional Expenses.** You may incur professional legal and accounting fees to assist with your entity set up, local licensing, and other legal and accounting issues. We recommend that you operate your Franchised Business as an entity.

13. **Utilities.** Utilities rates vary by market areas. Additionally, some utilities such as gas, electric, sewer, water, or trash removal are included in the lease rate and some are not.

14. **Licensing Costs.** You will need a real estate brokers license(s). You may need to be a member of the state, local, and National Association of Realtors. You may also need to be a member of the local or regional multiple listing services (MLS).

15. **MLS Data Feed Transmission.** We require you to subscribe to a real estate listing data feed, presently the multi-listing service (“MLS”) and pay the associated subscriber fees. The amount you will spend for the MLS data fee transmission depends on the local MLS or association charges.

16. **Additional Funds – 3 Months.** Additional funds are to pay for permits, payroll, miscellaneous expenses, and to maintain sufficient working capital. These figures are estimates of your initial expenses covering the first three months of your operation. We base this estimate upon our management team’s more than twenty years of experience in the real estate industry.

17. **Total.** Your costs will depend on several factors, including but not limited to, how well you follow our methods and procedures; your management skills; your prior experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and more. We cannot guarantee that you will not have additional expenses starting your Franchised Business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

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

To ensure a consistent brand and quality of products and services, you must maintain and comply with our quality standards. We will provide you information on these standards through Operations Manual. As we determine trends in the marketplace or develop new marketing techniques, technologies, products, and services, we anticipate that we will develop new and/or modify existing standards and notify you through Operations Manual amendments. You must comply with all such mandatory standards.

### Equipment, Products and Signs

In operating your Franchised Business, you may only use approved or designated materials, supplies, equipment, furniture, tools, internal and external signage for the Main and Additional Offices, all “for sale” signs, inventory, supplies, forms, printed and electronic advertising materials, computer hardware and software that we have approved as meeting our specifications and standards for appearance, function, and performance (“Approved Items”). You will purchase Approved Items from those suppliers we approve or designate. We or one of our affiliates may be a designated or an approved supplier of one or more Approved Items, but as of

the Issuance Date of this Franchise Disclosure Document, neither we nor our affiliates are the sole supplier for Approved Items. We reserve the right to name ourselves, our affiliates, or a third party as the sole, or one of, the approved suppliers for one or more Approved Items.

### Computer Hardware and Software

We require that you obtain and use certain computer hardware and software to operate your Business in accordance with our then-current information technology requirements as specified in the Operations Manual from time to time. You are responsible for purchasing the required computers, as well as any costs related to any accessories, repairs, replacement or upgrades to the computer(s).

You must use any proprietary bundle of software and services in the operation of your Franchised Business that we designate. You will pay us the monthly Brokerage Tech Fee and User Tech Fee to access our proprietary software, which is currently \$500 per month for the Main Office, \$250 per month per Additional Office, and \$50 per month per staff member and agent affiliated with your Franchised Business. In the future we may require that you use the communications technology program, Konverse, and pay their then-current fees.

Since technology, particularly in the real estate brokerage business is changing, we reserve the right to require businesses operating under the System and Marks, including your Business, to change technology systems, or implement new or changed technologies, and you would be required to pay the initial, conversion, and ongoing fees and costs associated with those changes, which payments may be to us or to third parties.

### Insurance

Before beginning operations under the Franchise Agreement, you must obtain, and maintain in full force and effect during the term of the Franchise Agreement, those insurance policies we require, including but not limited to the following, insuring you and us against any liability that may accrue by reason of your operation of the Franchised Business:

1. Comprehensive General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, completed operations, fire damage, advertising and products liability coverage, in the amount of \$1,000,000 per occurrence for bodily injury and property damage.

2. Workers' Compensation and Employers Liability insurance in the minimum amount of \$500,000 for bodily injury per accident, \$500,000 for bodily disease per employee, \$500,000 bodily disease policy limit, or such other amounts as may be prescribed by the state or locality in which the Franchised Business is located, unless your state requires that employers must participate in a state-administered insurance pool (in which case you must adopt and implement a qualifying plan).

3. Automobile liability coverage, including coverage of any owned, non-owned and hired vehicles, in amounts not less than \$1,000,000 combined single limit.



4. Errors and omissions liability insurance in the minimum amount of \$1,000,000 per occurrence covering real estate brokerage services plus any other approved services and products, as applicable, that any person associated with your Franchised Business offers.

5. Such other insurance as may be required by the state or locality in which the Franchised Business is located and operated.

6. Each policy, except workers' compensation, must name us as an additional insured. All policies must be endorsed to include a waiver of subrogation in our favor and our subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, members, managers, partners, employees, servants, representatives, independent contractors and associates.

The insurance coverage must be obtained from an admitted, responsible carrier or carriers acceptable to us, with a rating of at least "A" by Standard and Poor, Moody's and A.M. Best. In addition to or in lieu of the above, you must maintain any other insurance as may be required by statute or regulation of the state in which you operate the Franchised Business. If your state or local insurance requirements, including coverage requirements, are less stringent, less comprehensive, or lower than what we have specified, you must comply with our requirements. We will provide you with a list of approved insurance carriers, and related information in the Operations Manual, and you must obtain required insurance coverages from an approved insurance carrier. You must name us, our affiliates, and our and our affiliates' respective owners, officers, directors, and employees as additional insured for each required policy. All insurance policies must contain a waiver of the insurance company's right of subrogation against us and must provide that we will receive prior written notice of any material change, termination, expiration or cancellation of any policy.

We may periodically change the minimum coverage and deductible requirements for you, and we may require different or additional kinds of insurance for you to reflect economic, industry, or standard changes in your liability and insurance coverage. We will provide you prior written notice and at least 45 days to obtain the revised insurance policies.

At least two weeks before you open your Franchised Business, you must provide us with copies of the certificate of insurance, insurance policy endorsements, or other evidence of compliance with our insurance requirements. Further, you must send us a copy of the evidence of the renewal or extension of each insurance policy in a form we require at least two weeks before the expiration of your then current policy.

We may designate other policies, procedures, or standards regarding insurance in our Operations Manual from time to time.

### Signs

You must purchase from approved suppliers all internal and external signage for the Main and Additional Offices, and all "for sale" signs that you and your agents will use in your Franchised Business. Additionally, you may purchase these materials from a third party provided the purchased materials comply with our standards as described in the Operations Manual.



Immediately upon receipt of notice from us, you must stop using any signs from a non-approved supplier if, solely in our judgment, that sign violates our policies and procedures or could adversely impact the Marks or the @properties System.

### Marketing and Advertising Materials

You must purchase from us and other approved suppliers any approved marketing materials you want to use in your Franchised Business that we designate, including brochures, business cards, promotional items, signage, and other marketing materials.

### Website

We will develop and maintain a comprehensive website that is built with location-specific content, information, and real estate search on our digital platform, and you will reimburse us for such costs and expenses. Your website must comply with the policies that we establish from time to time which include, but are not limited to, the brand guidelines that are contained in the Operations Manual. You are required to own and operate a website to advertise your Franchised Business and the properties offered for sale by your Franchised Business, provided that (A) all uses of the Marks comply with the brand guidelines, and (B) that you comply with our requirements for (1) linking or framing our website; (2) the use, registration, and ownership of Internet domain name; and (3) the use any e-mail addresses related to the Franchised Business.

### Photography and Videography

You must obtain professional photography services from a photographer that we approve for photos and videos of your Main Office, Additional Offices, and other people or locations as we determine.

### Approved and Alternate Suppliers

With the exception of the marketing materials and our proprietary software, neither we nor our affiliates are currently the only designated or approved supplier of any other products or services. We reserve the right to be one of, or the sole, designated or approved supplier in the future.

You must purchase or lease certain Approved Items only from our designated or approved suppliers, which may include our affiliates or us. The Operations Manual will contain a list of approved suppliers and a list of approved items we deem necessary to operate your Franchised Business. These lists may include suppliers from which you must purchase certain items, or specific brands or types of items that you may buy from any source provided that the items conform to the standards and specification we designated. Approved suppliers, specifications, and standards are determined based on the current needs for operating Franchised Businesses, and we may make changes in the Operations Manual.

We consider a variety of factors when considering which suppliers we will deem as approved suppliers, such as price, service, quality, warranty, delivery terms, ability to provide products and services that meet our specifications, responsiveness, and other commercially reasonable benchmarks. If you want to use a material, supply, equipment, product or sign that we have not

yet approved, or you want to purchase any items from any supplier that we have not approved, you must first notify us in writing and must submit to us, at our request, sufficient information, specifications, and samples for us to determine whether the services, material, supply, equipment, product or sign complies with our specifications and standards, or whether the supplier meets our approved supplier criteria. We reserve the right to approve or disapprove without any obligation to provide an explanation of the approval criteria to you. Within 90 days of receiving your request, we will either accept or reject the proposed item or supplier. You will not distribute or offer for sale any products or services of the proposed supplier until you receive our written approval. We do not charge a fee to evaluate alternative supplier or items. We may revoke our approval of any supplier or item with 30 days' prior written notice to you. Upon receipt of written notice of such revocation, you must cease to purchase from the disapproved supplier(s) or to purchase the disapproved item(s).

### Revenues and Rebates

We and our affiliates have the right to receive, collect and retain payments, manufacturing allowances, marketing allowances, rebates, credits, monies, or benefits (collectively, "Allowances") offered by our suppliers to you or to us or our affiliates based upon your and/or other Affiliates' purchases of products and services. These Allowances may be based on individual or network-wide purchases of products and services. You assign to us or our designee all of your right, title and interest in and to any and all such Allowances and authorize us or our designee to collect and retain any or all such Allowances without restriction (unless otherwise prohibited by the supplier). We may use all amounts so received for any purpose we and our affiliates deem appropriate.

During our last fiscal year that ended December 31, 2024, we did not receive any Allowances from the sale of required products and services to our franchisees.

### Miscellaneous

One or more of our officers listed in Item 2 of this disclosure document have an ownership interest in us and our affiliates Proper Rate, Proper Title, At Development, Suburban Jungle Ansley and Konverse.

We estimate that required purchases described above will be approximately 50-70% of all purchases and leases by you of goods and services to establish your Franchised Business, and approximately 30-50% of your total cost of operating the Franchised Business.

We do not have any purchasing or distribution co-operatives as of the issuance date of this Franchise Disclosure Document. We may negotiate purchase arrangements with designated and approved suppliers for the benefit of our franchisees. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers or purchases of particular products or services.

**ITEM 9  
FRANCHISEE’S OBLIGATIONS**

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

Franchisee’s Obligations	Section in Agreements	Item in Disclosure document
a. Site selection and acquisition/lease	FA: 1.1, 5.2 AOA: 1	11
b. Pre-opening purchases/leases	FA: 5.1	7, 8
c. Site development and other pre-opening requirements	FA: 5.2 AOA: 1	11
d. Initial and ongoing training	FA: 4	11
e. Opening	FA: 5.3 AOA: 1	11
f. Fees	FA: 3, 4, 7.1, 11.5, 12.2 AOA: 2	5, 6, 7, 8
g. Compliance with standards and policies/Manual	FA: 1.1, 4.9	8, 11
h. Trademarks and proprietary information	FA: 6	13, 14
i. Restrictions on products/services offered	FA: 5.5	8, 16
j. Warranty and customer service requirements	FA: 5.7	6
k. Territorial development and sales quotas	FA: 1.4	12
l. Ongoing product/service purchases	FA: 5.6, 5.10	8
m. Maintenance, appearance & remodeling requirements	FA: 5.6	Not Applicable
n. Insurance	FA: 5.16	8
o. Advertising	FA: 7	8, 11
p. Indemnification	FA: 12.2	6
q. Owner’s participation/management/staffing	FA: 5.4, 5.9	15
r. Records and reports	FA: 9	11
s. Inspections and Audits	FA: 9	11
t. Transfer	FA: 14	17
u. Renewal	FA: 2.2	17
v. Post-termination obligations	FA: 11	15, 16, 17

Franchisee's Obligations	Section in Agreements	Item in Disclosure document
w. Non-competition covenants	FA: 13.2	15, 16, 17
x. Dispute resolution	FA: 18	17

## ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

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

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

**Pre-Opening Obligations.** Before you commence operations of your @properties Franchised Business, we will:

- **Initial Training.** We provide an initial training program as described below. (Franchise Agreement, Section 4.1).
- **Lease.** We will review and consent to your proposed leases for the Main Office. (Franchise Agreement, Section 5.2(b)).
- **Plans and Layout.** We will provide you our consent (or notice that we don't consent) to a proposed layout within 14 days of your submission to us. Once you've received our consent, it is your responsibility to remodel the premises and install the furniture, fixtures, and equipment accordingly. (Franchise Agreement, Section 5.2(d)).
- **Operations Manual.** We provide access to our confidential manual (the "Operations Manual") to offer guidance in the operation of your Franchised Business. (Franchise Agreement, Section 4.9).
- **Pre-Approved Suppliers.** We may establish and provide a list of pre-approved suppliers (which will include written specifications for certain items of equipment, signs, fixtures, opening inventory and supplies in some instances and pre-approved suppliers in other instances). We do not deliver or install any items. (Franchise Agreement, Section 5.6).

**During the Operation of the Franchise.** During the term of the Franchise Agreement, we will provide the following support to you:

- **Operational Support.** We may offer assistance with operating problems and issues that you may encounter. (Franchise Agreement, Section 4.4).

- **Ancillary Services.** We or our affiliates may offer other ancillary services, directly or indirectly, to assist you in operating your Franchised Business. Ancillary services may include new development consulting and marketing, certain loan brokerage services, escrow services, title searches, and similar products or services related to a real estate brokerage operation, but we will not provide assistance in establishing prices for your Franchised Business. These services may not be available in all markets, and we have the right to add, change or discontinue any ancillary service at any time, and we reserve the right to charge our then-current fees for such ancillary services. (Franchise Agreement, Section 4.7).
- **Marketing Support.** Review marketing materials that you propose. (Franchise Agreement, Section 7.2)
- **Software and Computer Systems.** We may specify software and computer systems to assist in the operation of your Franchised Business. We or a designee will assist you to obtain the appropriate MLS data feed. (Franchise Agreement, Section 5.10).
- **Additional Training or Seminars.** Provide additional optional and mandatory training and conferences, as described below. (Franchise Agreement, Sections 4.2 – 4.8).
- **Update the Operations Manual.** Periodically provide you with updated and revised materials for the Operations Manuals (Franchise Agreement, Section 4.9).

**Site Selection, Time to Open:**

We do not generally own the premises for your Main Office or Additional Offices and lease it to you. We must consent to any site you select before you sign a lease for that location. We typically provide you our consent (or notice that we don't consent) to a proposed site within 14 days of your submission to us of the information required by us on the proposed site. You may not operate your @properties Franchised Business from a home office. We may allow you to utilize a co-working or shared office space for a temporary period after you commence operations of the Franchised Business; however, this will not likely be a long-term office solution that we consent to for your Franchised Business and we may require a separate physical office location for your Main Office.

We consider the following factors when reviewing a proposed site for your Main Office and Additional Offices (if any): (i) residential population, (ii) income levels, (iii) demographics, (iv) competition, (v) visibility, (vi) proximity to other @properties offices, (vii) accessibility, (viii) traffic, (ix) size, (x) condition and character, (xi) parking, and (xii) available signage.

If you do not locate a site of which we consent to within 120 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you, or we can allow you more time to locate a site. (Franchise Agreement, Sections 5.2(a) and 5.3).

The typical length of time between the signing of the Franchise Agreement and the opening of your Main Office is 60 and 120 days. You agree to begin operations and commence operations of the Franchised Business no later than 120 from the time both parties execute the Franchise

Agreement, or we may terminate the Franchise Agreement. Factors that can affect the time length in which to be open for business include: the size and scale of your market, web development timeline, content creation and photography timeline, time needed to secure a location and lease, the time needed to obtain building permits, requirements of local zoning laws and other ordinances, the availability of labor and materials, the time needed to acquire and install furniture, fixtures, and equipment, obtaining broker license(s); hiring and training any staff; and obtaining any needed occupancy permit. You will have 90 days from the date of the Franchise Agreement to install all outdoor and indoor office signs with your Franchised Business name utilizing the Marks. (Franchise Agreement, Section 5.3)

### **Advertising Program:**

**Our Obligation to Conduct Advertising.** We may advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the geographic area where you will be located. (Franchise Agreement, Section 5.10).

**@properties Website.** We shall mutually determine the URL extension and location-specific office name for your Franchised Business, if any. You must utilize an approved, professional photographer and/or videographer to capture imagery for your Franchised Business's website. Your Franchised Business's photography needs will be determined in conjunction with us as we develop content for the website, you will license to us access to the photos and a license to use them. You will be responsible for all website hosting and related fees that we or you incur on behalf of your Franchised Business. (Franchise Agreement, Section 7.4).

**Private Websites.** You are not allowed to have an independent website or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval. (Franchise Agreement, Section 7.4). If we permit you to maintain an independent website for your Franchised Business, you must comply with the policies that we establish from time to time regarding such website which include, but are not limited to, the brand guidelines that are contained in the Operations Manual. You must not register, as Internet domain names, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar.

**Digital Marketing.** All digital marketing must comply with our social media policy in the brand guidelines that are contained in the Operations Manual. We also reserve, maintain, and control all rights with respect to the metaverse. As used herein, "metaverse" means any 3D virtual space powered by technologies – including virtual reality, augmented reality, artificial intelligence, the Internet of Things, and blockchain – that allows people to interact with each other and to have lifelike experiences online. (Franchise Agreement, Section 7.5).

**Digital Campaigns.** We may negotiate contracts with vendors such as realtor.com, Zillow, Trulia, and Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Franchise Agreement, Section 7.6).

**Print Design and Marketing Collateral.** We may, but are not required to, create print collateral and publications. We may provide you with access to a variety of print design files, including but not limited to letterhead, envelopes, notecards, property brochures, print advertising, post cards, business cards, and For Sale signage and sign riders. We may provide you with access to print marketing templates for company-wide marketing and branding. If requested, we may assist with the customization of these standard, brokerage-wide print advertisements and printed pieces for each market. We may also offer certain enhanced marketing programs from time to time, at our option. (Franchise Agreement, Section 7.7).

**Signs.** You must begin using yard signs containing our Marks within 90 days from the date of the Franchise Agreement. You must install one (1) or more exterior signs displaying your Trade Name on your Main Office and any Additional Offices. Your sign(s) must conform to the brand guidelines. The sign(s) utilizing our Marks must be installed within ninety (90) days from the date of the Franchise Agreement. You must obtain our prior written permission for any exception to the office sign requirements due to local ordinances or other reasons and you must provide written documentation reflecting the reasons for varying the signage (Franchise Agreement, Sections 5.1 and 7.10).

**Use of Your Own Advertising Material.** You may use your own advertising materials provided that you submit them to us and we approve them, in writing, or they adhere to our current brand guidelines, and the material adheres to federal, state, and local law. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. (Franchise Agreement, Section 7.2).

**Advertising Council, Cooperative.** We do not currently have an advertising council or cooperative, and we reserve the right to develop an advertising council or cooperative at any time in the future.

**Advertising Fund.** We reserve the right to require you to pay a monthly Advertising Fund Fee for deposit into a system marketing fund (the “Advertising Fund”). We may increase the Advertising Fund Fee at any time; however, the Advertising Fund Fee will not exceed 3% of Gross Revenue. If collected, you will pay the Advertising Fund Fee in the same manner and at the same time as the Royalty Fee. If collected, we will place all Advertising Fund Fees we receive in the Advertising Fund, and we will manage such Advertising Fund. Any @properties businesses operated by us or our affiliates will not be required to contribute to the Advertising Fund. The Advertising Fund will pay expenses in connection with the general promotion of the Marks and the System, which may include, but are not limited to, the development and operation of a call center; market research; customer retention; incentive programs; sales development programs; media planning; media buying fees; creating and producing advertising materials; outside advertising agency fees for creating advertising programs; public relation activities; outside public relations agency fees; technology investments; digital marketing; and reimbursing us the costs of administering the Advertising Fund. Additionally, we may use up to 10% of the Advertising Fund to solicit new franchise sales. The Advertising Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Advertising Fund. We cannot ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market. We may spend in any fiscal year an



amount greater or less than the aggregate contributions to the Advertising Fund in that year. We will determine the methods of advertising, media employed, and scope, contents, terms and conditions of advertising, marketing, promotional and public relations campaigns and programs. Upon written request, we will provide you an annual unaudited statement of the receipts and disbursements of the Advertising Fund for the most recent calendar year. We do not intend to audit the Advertising Fund. Any end-of-year surpluses or shortages in the Advertising Fund in a given year will carry over to the next year.

In our last fiscal year ending December 31, 2024, we did not collect or spend any Advertising Fund Fees.

### **Computer Systems:**

We require you to have an internet connection, email, a laptop or desktop computer, a printer, a scanner, along with basic editing and spreadsheet software. You may be required to use our web-based proprietary software to operate your real estate brokerage business, and you must pay us the Brokerage Tech Fee (\$500 per month for the Main Office and \$250 per month per Additional Office) for the use of our proprietary software. In addition to the Brokerage Tech Fee, you must pay us the User Tech Fee (currently, \$50 per month per staff member and agent affiliated with your Franchised Business) for access to our proprietary software and for other user-based technology services we provide to you from time to time.

Our proprietary software is a suite of integrated technology applications that enable end-to-end management of the client relationship and real estate transaction for agents. Core applications within the software may include a CRM; DMS (Deal Management System); internal communications app; marketing tools for e-mail, social media, print collateral, signage and digital advertising; a Digital CMA (Comparative Market Analysis); an open house management software; and a web-based presentations app with back-end analytics for presenting and following up on offers and other critical communications.

You must ensure that any technology you use in connection with the Franchised Business, includes and maintains appropriate data security controls, and complies with our data security policies, which may be designated on our Operations Manual or otherwise by us from time to time, which include, but are not limited, to the following: (i) authentication mechanisms designed so that they cannot be bypassed to gain unauthorized access to systems, (ii) encryption; and (iii) undertaking password protection measures, such as protecting the form in which they are stored and complexity of character classes and password length.

You are required to provide us with an approved data feed from your MLS(s) that enables us, our affiliates, you and your agents to display listings on the internet for consumers to view online. We may utilize this data feed for any reason, within the rules of the relevant MLS(s) or data feed providers, to run additional reports, aggregate information, track trends, or for any other allowed internal or public-facing marketing or data tracking initiative. You understand that if you fail to provide us with the information from your MLS, then you may not receive certain services or access to certain tools of the Computer System, including proprietary software. Therefore, in order to access all services and tools under the Computer System, you must provide us with the approved data feed from your MLS.



There may be fees - both initial and ongoing - associated with receiving and maintaining this data feed. Such fees are based on local MLS rules and may vary by MLS, and we anticipate your fees may range from \$0 to \$10,000 for initial fees and \$100 and \$2,500 for ongoing fees. You will be solely responsible for these fees.

We may offer additional technology tools, processes, or systems related to our technology offering that, should you elect to participate, may require you or your agents to contract with third-party service providers for additional fees, which you agree to pay. Likewise, we may integrate some third-party technology systems and services into our technology offering. In order to utilize some of the functionality of our proprietary software, you or your agents may be required to contract with 3rd party software providers and pay additional fees, or we may implement those additional technology tools, processes, or systems, and you will be responsible for paying additional fees related to those implementations.

The capabilities of the services that we offer in our proprietary software may vary to each franchisee based on MLS rules, data feed restrictions, state and local laws or any other restrictions that may arise.

Depending on what computer systems and software you already have, and the number and type of equipment you will need, these items can be purchased for approximately \$2,500 - \$10,000.

Neither we nor our affiliates or any third-party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good working order and must replace, update or upgrade your hardware systems as we require. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts to your computer systems is approximately \$1,000.

Since technology, particularly in the real estate brokerage business is changing, we reserve the right to require businesses operating under the System and Marks, including your Franchised Business, to change technology systems, or implement new or changed technologies, and you would be required to pay the initial, conversion, and ongoing fees and costs associated with those changes, which payments may be to us or to third parties.

**Anti-virus protection.** You must use anti-virus protection on your computer. At present, we do not specify a particular vendor, but reserve the right to do so.

**Independent Access to Information.** You are required to provide us with independent access to the information that will be generated or stored in your Computer Systems, which includes, but not limited to, Customer Data and certain other operational information we require in the Operations Manual. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. If, as part of a review of your Franchised Business, we request a copy of any business records, you must send us at your expense these records within five days of receiving our request.

### **Operations Manual:**

Exhibit H contains the Table of Contents to the Operations Manual along with the page count per chapter. The total page count of the Operations Manual is 86 pages.

### **Initial Training Program:**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On the Job Training</b>	<b>Location*</b>
Team Introduction, Roles, and Support	.5	-	Chicago, IL
Opening and Converting your Main Office	1	-	Chicago, IL
Marketing and Advertising Strategies	1	-	Chicago, IL
Social Media and Public Relations	.5	-	Chicago, IL
Brand and Branding Guidelines	1	-	Chicago, IL
Software	4	-	Chicago, IL
Recruiting and Retention of Agents	1	-	Chicago, IL
Training, Mentorship, and Onboarding	1	-	Chicago, IL
Building and Maintaining Culture	.5	-	Chicago, IL
Training and Coaching Program	.5	-	Chicago, IL
Opening the Main Office	.5	-	Chicago, IL
Relocation	.5	-	Chicago, IL
Financial and Reporting Processes	.5	-	Chicago, IL
Working with the @ Team - Expectations and Roles	.5	-	Chicago, IL
<b>Total</b>	<b>13 hours</b>	<b>0 hours</b>	

We intend to hold initial training classes quarterly, or more often if necessary, at our headquarters in Chicago, Illinois, another location that we designate, or virtually over the internet.

The following Instructors teach our initial training program: Michael Golden, Thaddeus Wong, Joni Meyerowitz, and Amy Corr. Guest Instructors may also make select presentations. Item 2 sets for the nature of the instructor's experience for Michael Golden, Thaddeus Wong, and Joni Meyerowitz. Our other instructor of the initial training program includes the following:

*Amy Corr, EVP of Culture & Agent Development.* Ms. Corr has served as the EVP of Culture & Agent Development for At World Properties Holdings, LLC in Chicago, Illinois since May 2019.

From January 2013 to September 2017, Ms. Corr served as a Managing Broker for At World Properties Holdings, LLC in Chicago, Illinois.

The instructors' length of experience in the field and with us is shown in the following chart:

<b>Instructor</b>	<b>Years of Experience in the Field</b>
Michael Golden	29
Thaddeus Wong	29
Joni Meyerowitz	24
Amy Corr	11

We have the right to require, in our discretion, that your Designated Owner, Office Broker, Marketing Director, and Training/Agent Support Director of the Main and Additional Offices attend and complete, to our satisfaction, the initial training program. We do not charge for four individuals to attend initial training, but you are responsible for travel, lodging, transportation, meal costs, and your employees' wages to attend initial training. The Designated Owner, Office Broker, Marketing Director, and Training/Agent Support Director must successfully complete the initial training program to our satisfaction before you may open your Franchised Business.

We reserve the right to require any additional personnel to attend our initial training program, you must obtain our prior approval and you must pay our then-current additional training fee (which is currently \$500 per day per attendee).

We will advise you after initial training if you have successfully completed the course.

Additional Training or Seminars. We also will conduct ongoing education courses, seminars or conferences either online, at our corporate office, in your area or elsewhere, although we have the right to determine if and when these courses may be offered, as well as their duration and content. You must pay for any fees we charge per our then current schedule of charges, which can vary over time (which is currently \$500 per day per attendee). You must also pay your costs of transportation, lodging, meals and other expenses. Your attendance at these courses is voluntary. Through our learning platform, we also intend to provide programs which we encourage you and your independent sales associates to complete. We may make available, online learning materials for your use.

@academy, Founder Mentoring, Designated Programming. We may develop one or more of the following: (a) an additional training program for you and your affiliated real estate agents (“@academy”), (b) a mentoring program for you, your Designated Owner, and any other individuals we approve (“Founder Mentoring”), and (c) any other specialty training, mentoring, or development program we develop from time to time (“Designated Programming”). You will pay any fees we designate for @academy, Founder Mentoring, and any other Designated Programming as we describe in the Operations Manual, and we will not increase any such fees more than once per calendar year, once implemented. We may implement the @academy, Founder Mentoring, and any other Designated Programming at any time we determine, and you

agree to participate in the @acaemdy, Founder Mentoring, and any other Designated Programming as described in the Operations Manual at any time we designate.

Annual Conference. You must attend any annual franchise conference or conference that we sponsor or designate. You must pay to us our then-current Annual Conference Fee and you are responsible for all travel and living expenses. Currently, we are not collecting an Annual Conference Fee. If you fail to attend the annual franchise conference without our prior written consent, you must pay our then-current fee for two people for failing to attend the conference.

## **ITEM 12 TERRITORY**

### Your Main Office and Any Additional Offices

The physical address of your Franchised Business (the “Main Office”) must be approved by us in writing before you can begin to operate your Franchised Business. Your Main Office will be identified in Exhibit 1 of the Franchise Agreement.

You may open additional offices (each, an “Additional Office”) as listed in Exhibit 1 of the Franchise Agreement, or as needed, so long as we receive prior written notification before you enter into any binding agreement to lease, purchase, or otherwise occupy the Additional Office. We reserve the right to reject the location of your anticipated Additional Office. If we approve your proposed Additional Office, you must execute the Additional Office Addendum.

You may not relocate your Main Office or Additional Office without our prior written consent. We consider the following factors when reviewing your initial proposed site for your Main Office or Additional Office, and any request for relocation: (i) residential population, (ii) income levels, (iii) demographics, (iv) competition, (v) visibility, (vi) proximity to other @properties offices, (vii) accessibility, (viii) traffic, (ix) size, (x) condition and character, (xi) parking, and (xii) available signage.

### Territory - Protected Territories and Non-Exclusive Territories

#### *Protected Territories*

Your Franchise Agreement will indicate whether you have a “Protected Territory.” In cases where we grant a Protected Territory, there is no “minimum” Protected Territory, and you and we will agree upon a Protected Territory to designate. The Protected Territory will typically be a list of counties, zip codes, or other geographical designations, which will be designated in the Franchise Agreement. If we grant you a Protected Territory, your Main Office and any Additional Offices must be located within the Protected Territory.

If we grant you a Protected Territory, neither we nor our franchisees will establish and operate, or grant licenses or franchises to others to establish and operate, any other office of an @properties Franchised Business within the Protected Territory during the term of the Franchise Agreement, as long as you are in compliance with the Franchise Agreement.

### *Non-Exclusive or Not Protected Territories*

If the Franchise Agreement does not designate a Protected Territory, then the Franchise Agreement does not grant you a territory or any territorial protection. In that case, your right to operate a Franchised Business pursuant to a Franchise Agreement is limited solely to the Main Office and any Additional Offices, although your affiliated real estate agents may offer and sell their real estate services anywhere they are licensed.

### *Operations Within and Outside of the Territory*

The franchise granted to you under the Franchise Agreement is personal in nature, and shall only be used from the Main Office and any Additional Office authorized by us. However, you shall have the right to offer and sell real estate brokerage services identified by the Marks through any other channels of distribution, including the Internet (subject to the restrictions in the Franchise Agreement, Operations Manual, and our policies). Your Protected Territory does not include the metaverse, and we reserve, maintain, and control all rights with respect to the metaverse.

Your right to offer and sell real estate brokerage services under the Franchise Agreement is subject to the limitations set forth in the Operations Manual or as we otherwise periodically prescribe, which may include certain territorial policies that we establish or modify from time to time. You may not establish or operate any @properties office outside the Protected Territory, unless we permit you to do so under a separate Franchise Agreement. You are not granted any options or rights to acquire additional franchises. You may not subfranchise or sublicense any of your rights under the Franchise Agreement. We and our franchisees, and our and their respective licensees, franchisees, and affiliates, as well as our agents and the agents of any of these parties, have the right (without compensation to you) to offer and sell real estate brokerage services under the Marks to clients located within the Protected Territory and for real estate located within the Protected Territory, as long as the real estate brokerage services are offered and sold from offices of @properties businesses outside of the Protected Territory. In turn, you and your agents have the right to offer and sell real estate brokerage services under the Marks to clients located outside the Protected Territory and for real estate located outside the Protected Territory but only inside the United States (including Puerto Rico, the U.S. Virgin Islands, and other U.S. territories), as its borders exist on the Effective Date, so long as those real estate brokerage services are offered and sold from the Main Office and any authorized Additional Office. The following additional limitations exist: (1) your rights outside your Protected Territory may be limited based on territorial grants or protections that we or our franchisees have granted to other franchisees, affiliates or other third parties, and (2) the scope of your rights outside of your Protected Territory may be modified by us from time to time, and are subject to the territorial policies that we establish or modify from time to time in the Operations Manual. You do not have any right to exclude, control or impose conditions on our development of future licensed, franchised, company or franchise-owned @properties businesses, or other company owned businesses at any time or at any location.

If you and your agents are licensed, as prescribed by law, to provide real estate brokerage services in an area where another licensee, franchisee or affiliate has been granted a protected territory by us (“Other Area”) but their grant does not prevent others from offering real estate brokerage services under the Marks in the Other Area, so long as you do not exceed 5% of your inventory (as measured by the number of properties) at any given time, you may list properties

for sale using the Marks in the Other Area so long as they are listed from your Main Office or Additional Office. If your properties listed in the Other Area exceeds 5% of your inventory and, upon notice from us, you do not cease such listings promptly, you will be in default, and we can terminate the Agreement. Conversely, to the extent another licensee, franchisee, affiliate, or its agents, are licensed as prescribed by law, to provide real estate brokerage services in your Protected Territory, we will use commercially reasonable efforts to limit such party from listing more than 5% of its inventory of properties using the Marks in your Protected Territory, assuming such party has not been granted unlimited rights by us. However, we have no obligation to enforce this against such other parties.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control, or competitive brands owned, operated, licensed or franchised by our affiliates.

### *Our Reserved Rights*

We reserve (for ourselves and our affiliates) reserve all rights to engage in all activities associated with the @properties Marks, and all rights to engage in any business, licensing, franchising, or other activities associated with other brands, marks, and real estate brokerage systems, anywhere in the world, not specifically granted to you under the Franchise Agreement or expressly prohibited under the Franchise Agreement, or expressly prohibited from us engaging in under the Franchise Agreement. Without limiting the preceding sentence, we (for ourselves and our franchisees and affiliates) specifically reserve the right, from any location at any time, without any compensation to you or any other franchisee and regardless of whether it competes with the Franchised Business, the following rights:

(a) To own and operate, and grant licenses or franchises to others to own and operate, @properties offices outside of the Protected Territory;

(b) To own and operate, and grant licenses or franchises to others to own and operate, any business of any kind (other than an office located within your Protected Territory selling the same services as @properties businesses) under the Marks at any locations within or outside of your Protected Territory, including by electronic means such as the Internet, applications, by websites we may establish, catalog sales, telemarketing, or other direct marketing sales;

(c) To own and operate, and grant licenses or franchises to others to own and operate, any business of any kind, including a real estate business selling the same or similar services as @properties businesses, under any names, trademarks, service marks, logos and other commercial symbols other than the Marks, regardless of where such businesses are located, including within the Protected Territory;

(d) To merge with, acquire, be acquired by, or become associated with any businesses that are the same or similar to @properties businesses and operate or license others to operate such businesses regardless of where the businesses are located, including within the Protected Territory, and to be acquired by any third party that operates businesses that are the same or similar to @properties businesses regardless of where such businesses are located, including within the Protected Territory;



(e) to promote, sell, and distribute products, items, and other materials under the Marks or other trademarks through dissimilar channels of distribution (i.e., other than the operation of an @properties office within the Protected Territory), including by electronic means such as the Internet, applications, by websites we may establish, catalog sales, telemarketing, or other direct marketing sales;

(f) To advertise the System anywhere, including, without limitation, on the Internet (or any other existing or future form of electronic commerce) and to create, operate, maintain, and modify, or discontinue the use of a website or any online presence using the Marks; and

(g) to engage in all other activities associated with the @properties Marks not expressly prohibited under the Franchise Agreement.

As indicated above, if the Franchise Agreement does not designate a Protected Territory, then you have no territorial protection, we reserve all rights, and we and other franchisees may operate real estate brokerages or other businesses under the @properties mark anywhere.

#### Minimum Performance Requirement

Your rights under the Franchise Agreement are dependent on you achieving the minimum performance requirements identified on Exhibit 1 to the Franchise Agreement (referred to as the “Minimum Performance Requirement”). If you fail to satisfy the Minimum Performance Requirement during the term of the Franchise Agreement, we have the right, but are not required, to terminate the Franchise Agreement, or, in lieu of termination, modify or rescind any such territorial or protected rights. The Minimum Performance Requirements are determined when we consider a number of factors, including your experience, the area in which you plan to operate your Franchised Business, the number of agents affiliated with you, and other factors we may solely determine.

For franchisees who are converting an existing real estate business to Franchised Business, the Minimum Performance Requirement is equal to a minimum amount of Gross Revenues that is designated in the Franchise Agreement.

You are required to comply with the programs, policies, and procedures that we designate with regard to client referrals from time to time, which may be modified, suspended, or augmented from time to time at our option. If we do not have any referral programs, policies, or procedures in place at the time that you communicate with a client referral, and except as otherwise permitted by us, you are required to direct any client referrals to other franchisees. If, at the time during the term of the Franchise Agreement, you are a member of an affiliation approved by us, and are required by said affiliation to comply with its programs, policies, and procedures, then you may continue to abide by those approved membership agreements. As of the date of the Franchise Agreement, you will list any third-party affiliations that you are currently a member of on Exhibit 6 to the Franchise Agreement. For any additional, subsequent, or substitute affiliations that you may wish to join, you must secure our approval in advance, and we will update Exhibit 6.

## Our Affiliated Companies

Our affiliate, Christie’s International Real Estate (“CIRE”), offers and sells real estate brokerage franchises under the “CHRISTIE’S INTERNATIONAL REAL ESTATE” trademarks. CIRE franchises may solicit or accept orders anywhere they are permitted under their CIRE franchise agreements, which may include the geographic area where you operate your Franchised Business. As noted in Item 1 above, Compass, which acquired control of our Ultimate Parent in early 2025, is a residential real estate brokerage firm, operating in over 95 markets in the United States, with over 400 offices and over 33,000 agents. Compass businesses and agents operate under the names and marks “COMPASS” and “URBAN COMPASS”, but Compass does not grant franchises. However, its agents may operate and offer and sell real estate, including soliciting and accepting orders to buy or sell real estate, throughout the United States (subject to state and local real estate licensing laws), and this may include within the geographic area where you operate your Franchised Business. There is no restriction under the Franchise Agreement that prevents us, CIRE, Compass, or our other franchisees or affiliates from owning, operating, franchising, or licensing others to operate real estate brokerages or other businesses under the “@properties,” “CHRISTIE’S INTERNATIONAL REAL ESTATE,” or “COMPASS” marks, or other service and trademarks, anywhere, including within your Protected Territory or any area in which you operate your Franchised Business.

Except for any statutory limitations, there are no restrictions on us or our affiliates, or our or our affiliates’ franchisees, that would prevent us or our affiliates, or our or our affiliates’ franchisees from accepting, clients or listings for real estate sales anywhere, including areas where you and your Franchised Business operate. You are not entitled to receive any compensation from us or others for any business generated by us or our affiliates, or our or our affiliates’ franchisees, from clients in any market area, including clients in your market area. Further, we and our affiliates have the right to use and allow our and our affiliates’ franchisees to use, without any compensation to you, alternative channels of distribution, including the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales anywhere using the Marks or any other service marks.

## **ITEM 13 TRADEMARKS**

The Franchise Agreement grants you the right to use the following principal trademarks (“Marks”) registered or applied for with the U.S. Patent and Trademark Office (“USPTO”):

<b>Principal Trademarks</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Principal or Supplemental Register</b>
@PROPERTIES	3790966	May 18, 2010	Principal

At World Properties, LLC, an Illinois limited liability company, owns the Marks and licenses them to us pursuant to an oral agreement between At World Properties, LLC and us (the “License Agreement”). The License Agreement is perpetual in duration and may be terminated upon a material breach not remedied after 30 days’ written notice. If the License Agreement was



terminated, you could lose the right to use the trademarks licensed to us under the Franchise Agreement. There are no other currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

We or our affiliates have filed all required affidavits and renewals.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

You must follow our standards when you use the Marks. You may not use the Marks as part of your corporate, partnership or limited liability company name, nor may you modify words, designs, symbols, or colors either alone or in combination with other words or logos, as part of any Mark or on any Internet URL address or domain name. You may not use the Marks in connection with the sale of an unauthorized products or services. You may use the Marks on the Internet only as we specifically authorize in the Franchise Agreement or in the Operations Manual. Upon written notice, you must modify or stop using the Marks within 10 days of receiving written notice and, at your sole cost and expense, must promptly begin using such additional, modified or substituted Marks, and you are solely responsible for all related costs. Except for the license agreement with At World Properties, LLC, we are not party to any agreements that limit our rights to use, or license the use of, the Marks.

There are no material determinations of any state or federal trademark administrator, or any court, pending infringement opposition, cancellation, or pending material litigation involving the Marks. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks.

If a suit in equity or action at law is brought against you and/or us alleging that you and/or we have no right to use any of the Marks used to identify the Franchised Business, we will assume, with your cooperation, the defense of the suit or action. Our trademark counsel will control and coordinate the defense. We will bear all costs of the defense, and we retain the right to any money we may be awarded in any such defense. If the Marks are being used by an unlicensed party and you ask us to protect or enforce your rights to the Marks, we will take the action we deem appropriate with your cooperation. Our trademark counsel will control and coordinate the action. We will bear all costs of the action, and we retain the right to any money we may be awarded in any such action. You must not directly or indirectly contest our right to the Marks.

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

We do not currently hold any patents. We claim a copyright to our Operations Manual, our proprietary software, all marketing materials, website text, other printed material, although we have not presently filed a registration of those copyrights. We consider all of these items confidential and proprietary. Upon termination of your franchise agreement, you must return to us our Operations Manuals and any confidential information.

You must not, directly or indirectly disclose, publish, disseminate, or use our Confidential Information except as authorized under the Franchise Agreement. You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your Franchised Business between us, our employees and affiliates, our franchisees and their employees. You agree to keep such performance data confidential.

We own certain trade secrets and Confidential Information. “Confidential Information” means the methods, techniques, formats, marketing, business development, promotional techniques, operating procedures, specifications, information, data, Customer Data, intellectual property associated with the System, product and service quality standards, and systems and knowledge of operating and/or franchising @properties businesses that are provided to you or that you otherwise acquire in developing or operating the Franchised Business, before, on, or after the effective date of the Franchise Agreement. “Customer Data” means any and all information about prospective, current, and former customers of the Franchised Business, including, but not limited to, name, telephone number, address and email address. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through direct or indirect disclosure (whether deliberate or inadvertent) by you. For the avoidance of doubt, any customer or referral lists and information in part or in whole, including the Customer Data, are included in Confidential Information, even if parts of the lists or information are generally known to the public.

You will not acquire any interest in the Confidential Information, other than the right to use it in developing and operating the Franchised Business pursuant to the Franchise Agreement. The use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. The Confidential Information is proprietary, is our trade secret, and is disclosed to you solely on the condition that you agree that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any Confidential Information disclosed in written form; (4) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Franchised Business employees; (5) will require all managers and other employees with access to Confidential Information to sign such an agreement in a form we approve; and (6) will not disclose the terms of the Franchise Agreement other than to your direct employees on an as-needed basis.

The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose this information, if you use your best efforts to maintain the confidential treatment of the Confidential Information, and provide us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed. In addition, notwithstanding anything in the Franchise Agreement to the contrary, you may, in accordance with any applicable law, including

the federal Defend Trade Secrets Act, disclose Confidential, including our trade secrets, (a) in confidence, to federal, state, or local government officials, or to your attorney, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure.

All persons affiliated with you, including the Principal Owners, Designated Owner, Office Broker(s), and all others that have access to the Confidential Information, must sign a confidentiality agreement before you grant them access to any Confidential Information. The current form of Confidentiality Agreement is attached as Exhibit 5 to the Franchise Agreement. Upon termination of your Franchise Agreement, you must return to us our Operations Manuals and all Confidential Information.

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

We recommend that you operate as a business entity.

You must designate one Principal Owner as the “Designated Owner” who (i) is the primary Principal Owner responsible for your Franchised Business and communications with us; (ii) has authority over all transactions and dealings related to your Franchised Business and (iii) has the power to create binding agreements with us. The Designated Owner must operate the Franchised Business on a full-time basis.

The Designated Owner must be a broker to hold all necessary real estate licenses and to supervise all real estate activities and transactions handled by the Franchised Business (also known as the “Responsible Broker”).

You must appoint a manager that will be responsible for the on-premises supervision of your Main Office at all times (the “Office Broker”). If your Franchised Business operates one or more Additional Offices, you must appoint an Office Broker for each Approve Office. The Designated Owner and an Office Broker may be the same individual and they need not own any interest in your company.

The Responsible Broker and each Office Broker must be in good standing with the local association or board of Realtors and also the state and national board of Realtors. Your Designated Owner, Office Broker, Marketing Director, and Training/Agent Support Director of the Main and Additional Offices must attend and complete, to our satisfaction, the initial training program. The Responsible Broker, Office Broker, Office Manager and any other employees or affiliates with access to the Confidential Information must sign a confidentiality agreement in a form we approve (currently Exhibit 5 to the Franchise Agreement and in the Operations Manual).

A “Principal Owner” is any person or entity who, directly or indirectly, owns a 5% or greater interest in the Franchisee. If any corporation or other entity other than a partnership is a Principal Owner, a “Principal Owner” also will mean a shareholder or owner of a 5% or greater

interest in such corporation or other entity. If a partnership is a Principal Owner, a “Principal Owner” also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a 5% or greater interest in such general partner.

Each of your Principal Owners must guarantee your obligations under the Franchise Agreement by signing our then-current form of guaranty agreement, which is currently attached as Exhibit 3 to the Franchise Agreement (the “Guaranty Agreement”). If any corporation or other entity other than a partnership is a Principal Owner, a “Principal Owner” also will mean a shareholder or owner of a 5% or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a “Principal Owner” also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a 5% or greater interest in such general partner. If no individual owns 5% or greater interest in you at any time, then each owner will be considered a Principal Owner and will be required to sign the Guaranty Agreement.

You and your personnel must comply with all applicable labor, employment and wage and hours laws and regulations. All personnel decisions, including hiring, firing, disciplining, compensating, benefits, and scheduling, will be made by you, without any influence from us, and such decisions and actions will not be, nor be deemed to be, a decision or action of ours, even if we provide advice or recommendations on these issues.

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

You may offer for sale through your Franchised Business only those products and services that we have approved in writing, which current include residential real estate brokerage services. We may designate products or services as optional or mandatory. You may not sell any goods or services that we have not authorized or approved. You are required to sell all goods or services that we authorized in writing, unless prohibited by your applicable local law. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of a previously approved goods or services, at which case you must immediately stop selling the revoked services or products.

You are required to meet certain quality service standards that we may establish periodically, and your customer service may be monitored through a client survey developed by us. We can terminate the Franchise Agreement if you do not meet these minimum quality service standards. We also may conduct investigations of customer complaints about your performance and require you to resolve all complaints to our satisfaction. We may also contact the licensed salespeople in the Main and Additional Offices to inquire if they are being given access to all available tools and if they are being provided the services as we recommend.

If you desire to offer goods and services that we do not yet approve (“New Products and Services”), you must submit to us a detailed description and we must approve New Products and Services in writing before you may offer them. We may ask for any additional information including actual samples, photos, and other supporting items. We reserve the right to not approve New Products and Services. If we permit you to conduct activities that do not involve residential real estate brokerage services, then such activities must be conducted within the guidelines

specified in the Franchise Agreement and Operations Manual, under a trade name not containing the symbol @ or any term or terms that could be confused with @properties and in a manner to eliminate the prospect that the public might believe that the other business relates to your @properties Franchised Business in any way. You must obtain our written consent before engaging in any conduct that is not expressly authorized by the Franchise Agreement or Operations Manual.

For the duration of your franchise agreement, you may not offer competitive services in the states and territories of the United States unless you receive our prior written consent.

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

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	2.1	10 years
b. Renewal or extension of the term	2.2	If you are in good standing, you can renew the Franchise Agreement for 1 additional 10-year terms.
c. Requirements for you to renew or extend	2	You may renew your Franchise Agreement if the following are satisfied: (a) we are still offering franchises under the Marks and System; (b) you meet our then-current standards for new @properties franchisees; (c) you give us at least 180 days' notice; (d) you are in compliance with the Franchise Agreement; (e) complete refresher programs; (f) pay a renewal fee of \$1,000; (g) sign our then-current franchise agreement, which may contain terms and fees that are materially different from those contained in this Agreement; (h) you and each Principal Owner sign a general release, in a form acceptable to us.
d. Termination by franchisee	None	The Franchise Agreement does not provide you with an express right to terminate. This is subject to applicable law.
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	10	We can terminate if you default.
g. "Cause" defined – curable defaults	10	(a) Required individuals do not complete, to our satisfaction, our initial training program in accordance with our passing standards. (b) Failure to pay Royalty Fees, Advertising Fund Fee, Brokerage Tech Fee, or any other amounts within 10 days. (c) Fail to obtain our approval for each Additional Office. (d) Failure to open the Franchised Business within 120 days. (e) You or any of your managers, directors, officers or any Principal Owner commits a material violation of any law, ordinance, rule, or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business or if you are convicted of, or plead guilty or no contest to a felony.

Provision	Section in Franchise Agreement	Summary
		<p>(f) Abandon the Franchised Business for three or more business days.</p> <p>(g) Materially false representation or omission of fact in your application to us for this Franchised Business.</p> <p>(h) You or your Principal Owners commit fraud or misrepresentation in the operation of the Franchised Business.</p> <p>(i) You or your principals materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure.</p> <p>(j) You refuse to permit us to inspect or audit your franchise.</p> <p>(k) Any examination or audit discloses an understatement of Gross Revenue of more than 5%.</p> <p>(l) Failure to operate the Franchised Business in full compliance with federal, state, and local laws and regulations.</p> <p>(m) Failure to conform to the material requirements of the System or the material standards of uniformity and quality as described in the Operations Manual or as we have established under the System or misuse the Marks.</p> <p>(n) You, the Responsible Broker, or any of your managers or agents are involved in any act or conduct, conduct, including in public or on the internet, which materially impairs or otherwise is prejudicial to the goodwill associated with the Marks or the System.</p> <p>(o) Failure to maintain insurance.</p> <p>(p) Unauthorized assignment or transfer.</p> <p>(q) Three or more breaches in any 12-month period.</p>
h. "Cause" defined – non-curable defaults	10.2	Bankruptcy or dissolution
i. Franchisee's obligations on termination/renewal	11	Stop using our marks; deliver to us business records; pay debts due to us; cancel or assign telephone numbers and URLs to us; assist in lease transfer and our purchase of your assets, at our option; return Manual and Confidential Information to us; cancel fictitious names; comply with other post term duties; execute any necessary documents.
j. Assignment of contract by franchisor	14.1	We may assign to a successor in interest who remains bound by terms of Agreement.
k. "Transfer" by franchisee - defined	14.2, 14.3	Includes transfer of Franchise Agreement, any interest of the Franchise Agreement, or substantially all of the assets of the Franchised Business.
l. Franchisor's approval of transfer by franchisee	14.2, 14.3	We must approve all transfers.
m. Conditions for franchisor's approval of transfer	14.2, 14.3	Transfer to wholly owned company: (i) entity only operates the Franchised Business; (ii) the ownership and management is substantially unchanged; (iii) the Responsible Broker actively manages the Franchised Business; (iv) you and all Principal Owners sign the Guarantee, Indemnification, and Acknowledgment (Exhibit 3 of the Franchise Agreement); (v) at least 10 days' written notice; (vi) you provide us certified copy of the articles of incorporation, operation agreement, organizational documents, and a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the



Provision	Section in Franchise Agreement	Summary
		<p>assignee entity; and (vii) the organizational documents bear a legend referring to the assignment restrictions under the Franchise Agreement.</p> <p>Transfer of Franchise Agreement, Franchised Business, or 20% of more ownership interest in you: (a) you are current in all monetary obligations to us, our affiliates, and our designated/approved suppliers and vendors; (b) you are in full compliance with this Agreement, Operations Manual, and our system standards; (c) you execute any transfer, amendment, or release forms that we may require;(d) provide us a copy of the proposed documents as we may request to evidence the transfer; (e) transferee must be approved by us and demonstrate to our satisfaction that s/he meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; (f) execute our then-current form of franchise agreement; (g) pay transfer Fee of \$5,000; (h) transferee completes our initial training program at the transferee’s expense; (i) you comply with the post-termination obligations; (j) transferee obtains all permits and licenses required for operation of the Franchised Business; (k) landlords and any other parties have consented to the proposed transfer; (l) in compliance with any laws that apply to the transfer; (m) purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation and performance under its franchise agreement.</p>
n. Franchisor’s right of first refusal to acquire franchisee’s business	14.4	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.
o. Franchisor’s option to purchase franchisee’s business	11.3	We have the option to purchase the tangible and intangible assets of the Franchised Business within 60 days of termination or expiration of the Franchise Agreement.
p. Death or disability by franchisee	14.5	Transfer must be commenced within 60 days, completed within 6 months; pay transfer fee, we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
q. Non-competition covenants during the term of the franchise	13	No competition allowed in the United States and its territories.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	None.
s. Modification of the agreement	15, 4.9	The Franchise Agreement will not be modified except by written agreement signed by all the parties. We may modify the Operations Manual from time to time as we determine.
t. Integration/merger clause	17	Only the terms in the franchise agreement are binding (subject to federal or state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. No claim in any franchise agreement(s) is intended to disclaim the express representations made in this Franchise Disclosure Document.



Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	18	You must first attempt to resolve claims against us through mediation and litigation (subject to applicable state law).
v. Choice of forum	18	All claims must be brought before a court of general jurisdiction closest to our corporate office, currently Chicago, Illinois (subject to applicable state law).
w. Choice of Law	19	Illinois law governs (subject to applicable state law).

**ITEM 18  
PUBLIC FIGURES**

We have not paid any compensation or other benefit to a public figure for the use of their endorsement or recommendation of the franchise to prospective franchisees.

**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 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 franchisor’s management by contacting Michael Golden, 806 N. Peoria St., Suite 100, Chicago, IL 60642, (312) 254-0200, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
System Wide Outlet Summary  
For Years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<b>Franchised</b>	2022	4	5	1
	2023	5	4	-1
	2024	4	3	-1
<b>Company-Owned</b>	2022	43	44	1
	2023	44	43	-1
	2024	43	41	-2
<b>Total Outlets</b>	2022	47	49	2
	2023	49	47	-2
	2024	47	44	-3

**Table No. 2  
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)  
For Years 2022 to 2024**

State	Year	Number of Transfers
<b>Total</b>	2022	0
	2023	0
	2024	0

**Table No. 3  
Status of Franchised Outlets  
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons*	Outlets at End of the Year
<b>Indiana</b>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons*	Outlets at End of the Year
Maryland	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Michigan	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
Wisconsin	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
Total	2022	4	1	0	0	0	0	5
	2023	5	0	1	0	0	0	4
	2024	4	0	1	0	0	0	3

\*The two franchisees from Michigan and Texas who are listed under “Ceased Operations - Other Reasons” converted their Franchised Businesses to Christie’s franchised businesses under our affiliate’s brand.

**Table No. 4  
Status of Company-Owned Outlets\*  
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Illinois	2022	35	0	0	0	0	35
	2023	35	1	0	2	0	34
	2024	34	0	0	2	0	32
Indiana	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Michigan	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Wisconsin	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Total	2022	43	1	0	0	0	44
	2023	44	1	0	2	0	43
	2024	43	0	0	2	0	41

\*Company-owned outlets are operated by our affiliates, as disclosed in Item 1.

**Table No. 5**  
**Projected Openings as of December 31, 2024**

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
<b>TOTAL</b>	0	0	0

Exhibit E contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit F contains a list of the names, city and state, and 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 have 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. As of the Issuance Date, we have no former franchisees.

We are not aware of any trademark-specific franchisee organizations associated with the franchise system being offered.

## ITEM 21 FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are our audited Financial Statements for our fiscal years ended December 31, 2024, December 31, 2023, and December 31, 2022. Our fiscal year end is December 31.

**ITEM 22  
CONTRACTS**

The following agreements are attached as exhibits to this Franchise Disclosure Document:

<b>Agreement</b>	<b>Location</b>
Franchise Agreement	Exhibit C
Automatic Bank Draft Authorization	Franchise Agreement, Exhibit 2
Guarantee, Indemnification, and Acknowledgment	Franchise Agreement, Exhibit 3
Additional Office Addendum	Franchise Agreement, Exhibit 4
Franchise Agreement State Addenda	Exhibit A
Form General Release	Exhibit D
Franchisee Disclosure Questionnaire	Exhibit I

**ITEM 23  
RECEIPT**

Exhibit J contains two copies of a Receipt of our Disclosure Document.

**EXHIBIT A-1**  
**TO THE @PROPERTIES FDD**

**STATE-SPECIFIC ADDENDA TO THE FDD**

1. California
2. Hawaii
3. Illinois
4. Maryland
5. Minnesota
6. New York
7. North Dakota
8. Rhode Island
9. Virginia
10. Washington
11. Wisconsin

## **CALIFORNIA ADDENDUM TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the California Franchise Investment Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO THE EXECUTION OF THE AGREEMENTS.

OUR WEBSITE--[www.atproperties.com](http://www.atproperties.com)--HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

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 ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Item 3 of the Disclosure Document is amended by adding the following paragraph:

Neither we nor any person described in Item 2 of this Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in this association or exchange.

Item 17 of the Disclosure Document is amended by adding the following paragraphs:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

The Franchise Agreement requires application of the laws of New York. This provision may not be enforceable under California law.



The Franchise Agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)).

The highest interest rate allowed by law in California is ten percent (10%) annually.

The Disclosure Document and the Affiliate Disclosure Questionnaire attached at Exhibit I are amended to include the following:

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

California Corporations Code Section 31512.1 provides that any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

## HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

## **ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal of an agreement 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 of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.
5. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

### Franchisee Disclosure Questionnaire:

The representations under this Franchisee Disclosure Questionnaire are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Registration and Disclosure Law.

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

## MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

### Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

### Franchisee Disclosure Questionnaire:

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

## **MINNESOTA ADDENDUM TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Minnesota franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

### State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibits the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

### Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

### Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the Franchise Agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

### Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Franchisee Disclosure Questionnaire:

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

## NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. The following information is added to the Cover Page of the Franchise Disclosure Document.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, 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, unfair or deceptive practices, or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,



securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Section 687.4 and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts: Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to, nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of

(i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

## VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

### Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

“According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

### Franchisee Disclosure Questionnaire:

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

## **WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

**1. Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

**2. Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

**3. Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

**4. General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

**5. Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

**6. Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

**7. Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

**8. Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the

franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

**9. Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

**10. Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

**11. Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

**12. Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

**13. Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

**14. Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

**15. Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**16. Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or



other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**17. Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

**18. Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

**19. Fee Deferral.** In lieu of an impound of franchisee fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Franchisor Representative

\_\_\_\_\_  
Signature of Franchisee Representative

\_\_\_\_\_  
Title of Franchisor Representative

\_\_\_\_\_  
Title of Franchisee Representative

**WISCONSIN ADDENDUM  
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17 is modified to also provide:

If the Franchise Agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

**EXHIBIT A-2**

**TO THE @PROPERTIES FDD**

**STATE-SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT**

1. California
2. Illinois
3. Maryland
4. Minnesota
5. New York
6. North Dakota
7. Rhode Island
8. Virginia
9. Washington
10. Wisconsin

## CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043)).

The Franchise Agreement requires application of the laws of Illinois. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

California Corporations Code Section 31512.1 provides that any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void an unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

2. The following statement shall be deemed to amend the Franchise Agreement, and the Affiliate Disclosure Questionnaire attached to the Christie's Disclosure Document at Exhibit J:

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

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

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

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

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

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

2. Section 20 of the Franchise Agreement, under the heading “Representations, Warranties, and Acknowledgments,” is modified as described below.

a. Sections 20.2 and 20.3 are hereby deleted in their entirety.

20.2. Section 20.4 is hereby deleted in its entirety and replaced by the following new Section 20.4:

20.4. Receipt of Documents. You represent and acknowledge that you have received our franchise disclosure document at least 14 calendar days before the date of the execution of this Agreement. In addition, you represent and acknowledge that you received from us a copy of this Agreement with all material blanks filled in at least 7 calendar days before the date of execution of this Agreement.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibits the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14 Subds. 3, 4, and 5 which require (except in certain specified cases), that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the

business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

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

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

□□ Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Agreement, to the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Agreement.

3. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**FRANCHISOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that mediation be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota

franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

“According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

**LICENSOR:**  
**At World Franchising, LLC**

**FRANCHISEE:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B**

**TO THE @PROPERTIES FDD**

**STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

## STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

State	State Administrator	Agent for Service of Process
<b>California</b>	Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013  1515 K Street, Suite 200, Sacramento, CA 95814 1-866-275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013
<b>Connecticut</b>	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299
<b>Hawaii</b>	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
<b>Illinois</b>	Office of Attorney General Franchise Division 500 South Second Street Charlottesville, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Charlottesville, IL 62706
<b>Indiana</b>	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204
<b>Kentucky</b>	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
<b>Maryland</b>	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
<b>Michigan</b>	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building, First Floor Lansing, MI 48933 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building, First Floor Lansing, MI 48933
<b>Minnesota</b>	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198

State	State Administrator	Agent for Service of Process
	(651) 539-1500	
<b>Nebraska</b>	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
<b>New York</b>	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 <sup>st</sup> Floor New York, NY 10005 212-416-8285 Phone	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492 Phone
<b>North Dakota</b>	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
<b>Rhode Island</b>	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 462-9588
<b>South Dakota</b>	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
<b>Utah</b>	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
<b>Virginia</b>	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
<b>Washington</b>	Department of Financial Institutions Securities Division PO Box 9033 Olympia, WA 98507 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Rd., SW Tumwater, WA 98501
<b>Wisconsin</b>	Wisconsin Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53703

**EXHIBIT C**  
**TO THE @PROPERTIES FDD**  
**FRANCHISE AGREEMENT**

**AT WORLD FRANCHISING, LLC**

**FRANCHISE AGREEMENT**

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FRANCHISEE/YOU

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DATE OF AGREEMENT



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**EXHIBITS:**

- Exhibit 1 – Main Office Location, Protected Territory, Royalty, Minimum Performance Requirement, and Other Key Information
- Exhibit 2 – Automatic Bank Draft Authorization
- Exhibit 3 – Guarantee, Indemnification, and Acknowledgment
- Exhibit 4 – Additional Office Addendum
- Exhibit 5 – Form Confidentiality Agreement
- Exhibit 6 – List of Franchisee’s Third-Party Affiliations

## AT WORLD FRANCHISING FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Franchise Agreement” or “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between At World Franchising, LLC, a Delaware limited liability company, with a principal place of business at 806 N. Peoria Street, Chicago, IL 60642 (“@properties,” “we,” “us” or “our”), and \_\_\_\_\_ (new entity will be inserted), a [resident of / corporation organized in / limited liability company organized in] the state of \_\_\_\_\_ (“you” or “your”).

### BACKGROUND

- A. As a result of our investment of time, skill, effort, and resources, we have developed and continue to develop a unique system for the development and operation of a business that offers real estate brokerage products and services under the Marks (as defined in Section 21.9 below) and System (as defined in Section 21.13 below).
- B. We grant qualified persons the right to develop, own and operate a licensed @properties business using the Marks and System as an @properties franchisee (“Franchisee”), and you desire to obtain the right to develop and operate a licensed @properties business using the Marks and System.
- C. We have agreed to grant you the right to develop and operate a licensed @properties business subject to the terms and conditions of this Agreement (including all exhibits and related documents) and our Operations Manual.

### AGREEMENTS

NOW, THEREFORE, for value received, you and we (“the Parties”) agree as follows:

#### 1. GRANT

**1.1. Grant.** Subject to the provisions contained in this Agreement, including all exhibits and related documents, and Operations Manual, we grant you a non-exclusive license to own and operate an @properties business (the “Business”). The physical address of your Business (“Main Office”) must be located within the Protected Territory and approved by us in writing before you can begin to operate your Business. Your Main Office and the Protected Territory are identified in Exhibit 1 to this Agreement. You may not relocate your Main Office without our prior written consent, as described in Section 5.2 of this Agreement.

**1.2 Nature of the Protected Territory.** Except as described below, and except as modified by Exhibit 1 (if applicable), we will not establish and operate, or grant licenses or franchises to others to establish and operate an @properties business using the Marks within the Protected Territory during the term of this Agreement, so long as you are in compliance with this Agreement. The license granted to you under this Agreement is personal in nature and shall only be used from the Main Office and any Additional Office authorized by us. Notwithstanding the preceding sentence, and subject to the terms of this Agreement, you shall have the right to offer and sell real estate brokerage services identified by the Marks through any other channels of distribution, including the Internet but excluding the metaverse. We reserve, maintain, and control all rights with respect to said metaverse. As used herein, “metaverse” means any 3D virtual space powered by technologies – including virtual reality, augmented reality, artificial intelligence, the Internet of Things, and blockchain – that allows people to interact with each other and to have lifelike experiences online. The rights granted under this Agreement are subject to the limitations set forth in the Operations

Manual or as we otherwise periodically prescribe, which may include certain territorial policies that we establish or modify from time to time. You may not establish or operate any @properties office outside the Protected Territory, unless we permit you to do so under a separate franchise agreement. You may not subfranchise or sublicense any of your rights under this Agreement.

1.2.1 Subject to Section 1.2.2 below, we and our affiliates, and our and their respective licensees, and franchisees, as well as our agents and the agents of any of these parties, have the right (without compensation to you) to offer and sell real estate brokerage services under the Marks to clients located within the Protected Territory and for real estate located within the Protected Territory, as long as the real estate brokerage services are offered and sold from offices of @properties businesses outside of the Protected Territory. In turn, and also subject to Section 1.2.2 below, you and your agents have the right to offer and sell real estate brokerage services under the Marks to clients located outside the Protected Territory and for real estate located outside the Protected Territory but only inside the United States (including Puerto Rico, the U.S. Virgin Islands, and other U.S. territories), as its borders exist on the Effective Date, so long as the real estate brokerage services are offered and sold from the Main Office and any authorized Additional Office. However, you acknowledge and agree: (1) that your rights outside your Protected Territory may be limited based on territorial grants or protections that we or our affiliates have granted to other franchisees or other third parties, and (2) that the scope of your rights outside of your Protected Territory may be modified by us from time to time, and are subject to the territorial policies that we establish or modify from time to time in the Operations Manual.

1.2.2. If you and your agents are licensed, as prescribed by law, to provide real estate brokerage services in an area where another licensee or Franchisee has been granted a protected territory by us (“Other Area”) but their grant does not prevent others from offering real estate brokerage services under the Marks in the Other Area, so long as you do not exceed 5% of your inventory (as measured by the number of properties) at any given time, you may list properties for sale using the Marks in the Other Area so long as they are listed from your Main Office or Additional Office. If your properties listed in the Other Area exceeds 5% of your inventory and, upon notice from us, you do not cease such listings promptly, you will be in default, and we can terminate the Agreement. Conversely, to the extent another licensee, Franchisee, or its agents, are licensed as prescribed by law, to provide real estate brokerage services in your Protected Territory, we will use commercially reasonable efforts to limit such party from listing more than 5% of its inventory of properties using the Marks in your Protected Territory, assuming such party has not been granted unlimited rights by us. However, we have no obligation to enforce this provision against such other parties.

1.2.3 Except for the limitations described in this Section, you acknowledge and agree that you do not have any right to exclude, control or impose conditions on our development of future licensed, franchised, company or affiliate-owned @properties businesses, or other company owned businesses at any time or at any location.

**1.3. Rights Reserved to Us.** We reserve (for ourselves and our affiliates) all rights to engage in all activities associated with the @properties Marks, and all rights to engage in any business, licensing, franchising, or other activities associated with other brands, marks, and real estate brokerage systems, anywhere in the world, not specifically granted to you under this Agreement or expressly prohibited under this Agreement, or expressly prohibited from us engaging in under this Agreement. Without limiting the preceding sentence, we (for ourselves and our affiliates) specifically reserve the right, from any location at any time, without any compensation to you or any other Franchisee and regardless of whether it competes with the Business, the following rights:

- (a) To own and operate, and grant licenses or franchises to others to own and operate @properties offices outside of the Protected Territory;
- (b) To own and operate, and grant licenses or franchises to others to own and operate, any business of any kind (other than an office located within your Protected Territory selling the same services as an @properties businesses) under the Marks at any locations within or outside of your Protected Territory, including by electronic means such as the Internet, applications, by websites we may establish, catalog sales, telemarketing, or other direct marketing sales;
- (c) To own and operate, and grant licenses or franchises to others to own and operate, any business of any kind, including a real estate business selling the same or similar services as @properties businesses, under any names, trademarks, service marks, logos and other commercial symbols other than the Marks, regardless of where such businesses are located, including within the Protected Territory;
- (d) To merge with, acquire, be acquired by, or become associated with any businesses that are the same or similar to any @properties businesses and operate or license others to operate such businesses regardless of where the businesses are located, including within the Protected Territory, and to be acquired by any third party that operates businesses that are the same or similar to any @properties businesses regardless of where such businesses are located, including within the Protected Territory;
- (e) to promote, sell, and distribute products, items, and other materials under the Marks or other trademarks through dissimilar channels of distribution (i.e., other than the operation of an @properties office within the Protected Territory), including by electronic means such as the Internet, applications, by websites we may establish, catalog sales, telemarketing, or other direct marketing sales;
- (f) To advertise the System anywhere, including, without limitation, on the Internet (or any other existing or future form of electronic commerce) and to create, operate, maintain, and modify, or discontinue the use of a website or any online presence using the Marks; and
- (g) to engage in all other activities associated with the @properties Marks not expressly prohibited under this Agreement.

**1.4. Additional Offices.** You currently have [\_\_\_\_] additional office[s] as listed in Exhibit 1 that do[es] not require approval from us. You may open additional offices (each, an “Additional Office”) as needed, so long as we receive prior written notification before you enter into any binding agreement to lease, purchase, or otherwise occupy the Additional Office. We reserve the right to reject the location of your anticipated Additional Office. Nothing in the previous sentence is intended to suggest that a rejection of the location of the anticipated Additional Office will act as a rejection of your ability to open an Additional Office. The Main Office and Additional Office are each referred to herein as an “Office.” If we approve your proposed Additional Office location, you must execute an addendum granting you such rights, the current version of which is attached as Exhibit 4.

**1.5. Minimum Performance Requirement.** Your rights under this Agreement are dependent on you achieving the minimum performance requirement(s) identified on Exhibit 1 of this Agreement (referred to as the “Minimum Performance Requirement(s)”). If you fail to satisfy any Minimum Performance Requirement during the term of this Agreement, we have the right to terminate this Agreement, or, in lieu of termination, modify or rescind any such territorial or protected rights.

## 2. TERM AND RENEWAL

**2.1. Term.** This Agreement will be effective for a ten (10) year term beginning on the Effective Date specified in this Agreement.

**2.2. Renewal.** You will have the right to renew the rights granted under this Agreement for one (1) additional term of ten (10) years, provided the following conditions are met:

- (a) we are still offering licenses or franchises under the Marks and System;
- (b) you meet our then-current standards for new @properties Franchisees;
- (c) you have given us written notice of your intention to renew at least 365 days before the end of the then-existing term of this Agreement;
- (d) you are in compliance with all provisions of this Agreement, including all monetary obligations you owe to us or our affiliates, throughout the term of this Agreement;
- (e) you have paid a renewal fee of \$1,000 (the “Renewal Fee”) to us at least six months before the then-existing term of this Agreement expires;
- (f) you sign our then-current franchise agreement, which may contain conditions, terms, and fees that are materially different from those contained in this Agreement;
- (g) you and each Principal Owner sign a general release, in a form acceptable to us, of all claims against us and our affiliates, officers, directors, employees, and agents.

**2.3. Non-Renewal.** If you do not intend to renew your rights under this Agreement, you must provide us written notice of such at least 365 days before the expiration date of this Agreement. You must comply with all post-termination and post-expiration requirements under this Agreement beginning the date this Agreement expires.

**2.4. Operating After Expiration.** If you or your Principal Owners continue to use the Marks, and/or use the System after the expiration of this Agreement, you will be in default of this Agreement and we may exercise all remedies available to us, including those listed in Section 11. We may charge you a Royalty Fee in the amount of your highest Royalty Fee paid to us in the last twenty-four (24) months of the Term for each month you operate after expiration.

## 3. FEES AND PAYMENTS

**3.1. Initial Fee.** You must pay to us an initial fee of \$35,000 (the “Initial Fee”). The Initial Fee is due to us in full when you return to us signed copies of this Agreement. The Initial Fee is payable to us when you sign this Agreement, is fully earned by us upon receipt, and is non-refundable.

**3.2. Royalty Fee.** During the term of this Agreement, you must pay us a continuing royalty fee in the amount set forth in Exhibit 1 (“Royalty Fees”) as specified herein, or as we otherwise specify in the Operations Manual or otherwise in writing. You must pay us the Royalty Fees on a monthly basis, based on the Gross Revenue of the Business for the prior calendar month, or for such other period as we may specify in the Operations Manual or otherwise in writing.

**3.3. Brokerage Tech Fee.** Commencing on the Effective Date, you must pay to us a monthly technology fee (the “Brokerage Tech Fee”) equal to \$500 per month for the Main Office and \$250 per month for each Additional Office. The Brokerage Tech Fee may be used to assist with the costs we incur to maintain website and provide ongoing maintenance and updates to the Proprietary Software. The Brokerage Tech Fee is payable in the same manner as the Royalty Fee as described in Section 3.2 above. We may increase the Brokerage Tech Fee by providing 30 days’ written notice to you, and we will not increase the Brokerage Tech Fee more than once per calendar year.

**3.4. Monthly User Technology Fee.** In addition to the Brokerage Tech Fee, commencing on the Effective Date, you must pay us a monthly technology fee for each staff member and agent affiliated with your Business (“User Tech Fee”) equal to \$50 per person per month. The User Tech Fee is payable in the same manner as the Royalty Fee as described in Section 3.2 above. We may increase the User Tech Fee by providing 30 days’ written notice to you, and we will not increase the User Tech Fee more than once per calendar year.

**3.5. Transfer Fee.** You agree to pay to us a Transfer Fee of \$5,000 if you wish to transfer ownership of the rights under this Agreement, or a majority of the ownership of this Agreement or in an entity holding this Agreement, in addition to the other obligations described in Section 14. We do not charge a transfer fee if the owners of this Agreement transfer this Agreement into an entity owned by the same owners with the same ownership percentages.

**3.6. Assistance Fee in the Event of Death or Incapacity.** In the event we elect to terminate the Agreement under the terms of Section 14.5, Death or Incapacity, the terms of Section 2.4, Operating After Expiration, shall apply. You will be provided with 90 days to wind down your Business’s affiliation with us. You agree we are entitled to reimbursement from you or your estate (or your Principal Owner or her/his estate) for any reasonable expenses incurred for operation of your Business after such winddown period.

**3.7. Sales, Income, and Other Taxes.** You shall be solely responsible for paying all sales, income, and other taxes imposed upon you with respect to your operation of the Business. We do not charge royalty fees on sales tax. You will indemnify and reimburse us for all income, capital, gross receipts, sales, and other taxes that the state in which the Business is located imposes, or may in the future impose, as a result of your operation of the Business or the license of any of our intangible property in the jurisdiction in which the Business is located. If more than one Franchisee is located in an applicable jurisdiction, the Franchisees will share the liability equally. If applicable, this payment is in addition to the fees paid to us or our affiliates due under this Agreement.

**3.8. Fees to Third Parties.** You agree to reimburse us for any third-party charges we may incur on your behalf. Prior to incurring any third-party expenses, we shall present the fees to you for approval, which shall not be unreasonably withheld. You shall have fourteen (14) days to approve the fees. If approval is not received from you at the end of the fourteenth day, the fees shall be deemed approved. You are solely responsible for all fees and expenses to third parties required to operate your Business.

**3.9. Payment Period and Method.** You agree to pay to us the Royalty Fee and all other continuing fees within 7 days after the end of the prior calendar month via electronic transfer. You must pay to us all other fees when incurred. You must sign electronic transfer of funds authorizations and other documents as we periodically designate, in the form attached as Exhibit 2, to authorize your bank to transfer, either electronically or through some other method of payment we designate, directly to our account and to charge your account for all amounts you owe us. Your authorizations will permit us to designate the amount to be transferred from your account. You must maintain a balance in your account sufficient to allow us to collect the amounts owed to us when due. You will be responsible for any penalties, fines or similar expenses

associated with the transfer of funds described herein. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. You will maintain a balance in your account sufficient to allow us to collect the amounts owed to us when due. You will be responsible for any penalties, fines or similar expenses associated with the transfer of funds described herein. We reserve the right to modify the payment methods and schedule in our Operations Manual from time to time at our option.

**3.10. Delinquency.** If any Royalty fees or other amounts owed to us are not paid in full by the due date, we may charge you a late payment fee of one hundred dollars (\$100) for each failure to pay each fee on time, and interest on the overdue amount at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, if less than one and one-half percent (1.5%)) from the date such amount was due until paid in full. Unpaid interest charges will compound annually.

**3.11. Application of Payments.** We may apply any payments received from you against any indebtedness you owe to us.

**3.12. Withholding Payments Unlawful.** You agree that you will not withhold payment of any Royalty Fees or any other amount due us or our affiliates, and that the alleged non-performance or breach of any of our or our affiliates obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Royalty Fees or any other amounts due.

**3.13. Other Fees.** You and we acknowledge and agree that technology, particularly in the real estate brokerage business, is changing, and you and we may need to implement changes over time. As discussed in Section 5.10 below, we reserve the right to require businesses operating under the System and Marks, including your Business, to change technology systems, or implement new or changed technologies, and you agree to pay the initial, conversion, and ongoing fees and costs associated with those changes, which payments may be to us or to third parties.

#### **4. TRAINING AND OPERATING ASSISTANCE**

**4.1. Initial Training.** We have the right to require, in our discretion, your Responsible Broker, Office Broker, Marketing Director and Agent Support Director for the Main Office and each Additional Office (if any) (hereinafter referred to as “Trainees”) to attend, and complete to our satisfaction, our then-current initial training program on the operation of a Business and the Brand Guidelines and Systems, to be provided at a place and time we designate. We will not charge a training fee for your Trainees to attend our initial training program. We reserve the right to require any additional individuals to attend our initial training, at our then-current initial training fee. You are solely responsible for the compensation, travel, lodging and living expenses incurred by your Trainees and any required additional individuals in attending the initial training program and any additional trainings required. We have the right to determine whether a person has or has not successfully completed training and to require your Trainees or additional individuals to repeat the course. Failure to complete to our satisfaction the initial training program in accordance with our standards constitutes grounds for termination, as provided in Section 10.2(a) of this Agreement.

**4.2. Required Ongoing Training.** We may require, from time to time, your Trainees or additional individuals to attend (in any manner or medium that we designate) additional training. You are responsible for the compensation, travel, lodging and living expenses your Trainees and additional individuals incur in attending any additional training. We reserve the right to charge a reasonable fee in connection with any ongoing training we offer.

**4.3. Continuing Education.** You must satisfy all continuing education requirements required by us or by applicable law for maintaining your license, permit and applicable certifications, and those of your brokers, agents, and employees.

**4.4. Operating Assistance.** You are solely responsible for the day-to-day operation of your Business to preserve and protect the @properties brand and Marks. You and your employees must preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and comply with all operational standards in the Operations Manual. We will provide you guidance through our Operations Manual or other written materials, telephone conversations and/or virtual or in-person meetings. By offering such advice or assistance, we shall not be deemed a joint employer with you for any reason.

**4.5. Special Assistance Fee.** Intentionally deleted.

**4.6. Additional Training, Founder Mentoring, Designated Programming.** Intentionally deleted.

**4.7. Ancillary Services.** We or our affiliates may offer other ancillary services, directly or indirectly, to assist you in operating your Business. However, you are not required to use ancillary services. Ancillary services may include title services, mortgage services, new development services, warranty services, and relocation services and similar products or services related to a real estate brokerage operation. These services may not be available in all markets, and we have the right to add, change or discontinue any ancillary service at any time, and we reserve the right to charge our then-current fees for such ancillary services.

**4.8. Annual Conference.** In order to stay current on all programs, processes, procedures and other information relating to the operation of your @properties business, you or a senior representative from your leadership team of whom we approve must attend any annual affiliate conference or other conference that we sponsor or designate. You must pay to us our then-current conference fee and you are responsible for all travel and living expenses for you, your owners, brokers, agents and employees. If you fail to attend the annual conference without our prior written consent, you must pay our then-current fee for two people for failing to attend the conference.

**4.9. Operations Manual.** We will provide to you electronic access to our proprietary and confidential operations manual and other handbooks, manuals and written materials (collectively, the “Operations Manual”) for Franchisees. The Operations Manual will contain both mandatory specifications, standards, and operating procedures as well as suggested practices and procedures that we develop for the @properties businesses and information relating to your other obligations. The Operations Manual will also include mandatory brand guidelines regarding the proper use of the Marks (our “Brand Guidelines”). We may add to, delete from, and otherwise modify the Operations Manual from time to time as we deem necessary or appropriate. The master copy of the Operations Manual that we maintain electronically or at our principal office and make available to you will control if there is a dispute involving the contents of the Operations Manual.

## **5. DEVELOPMENT AND OPENING THE BUSINESS**

**5.1. Development of the Business.** Before you begin operating the Business, you will:

(a) purchase an opening inventory of all signage (including all “for sale” signs), products, supplies, materials, and equipment we require for the Business. You must begin using yard signs containing our Marks within ninety (90) days from the Effective Date;



- (b) have a working Computer System;
- (c) procure all state or local licenses, permits, and certifications required by applicable law to operate your Business; and
- (d) establish filing, accounting and inventory control systems complying with our requirements.

## 5.2. Site Selection and Build Out.

(a) **Site Selection.** You must select a site for the operation of your Business. We may provide you with site selection guidelines in the Operations Manual or otherwise in writing. You agree to obtain our written consent for your proposed site. You may operate the Business only from the accepted site. If you fail to secure a site of which we approve, we may terminate this Agreement.

(b) **Lease.** Before you sign a lease, sublet a space, purchase space, or make any binding commitment to do so, you must provide us a copy of the proposed lease, sublease, or purchase agreement, and you must obtain our prior written approval hereof, which we will not unreasonably withhold.

(c) **Buildout.** It is your responsibility to conform the premises with federal, state, or local ordinances, building codes, licensing requirements and obtain any required permits.

(d) **Plans and Layout.** You are required to submit the layout and have it approved by us. We will approve or disapprove a proposed layout within 14 days of your submission to us. Once approved by us, it is your responsibility to remodel the premises and install the furniture, fixtures, and equipment accordingly.

(e) **Relocation Review.** You must obtain our prior written consent, which will not be unreasonably withheld, if you wish to relocate your Main Office and/or an Additional Office. The “new” location must comply with all applicable provisions of this Agreement and with our then-current specifications and standards for @properties businesses. If you must relocate the Main Office and/or an Additional Office because it was destroyed, condemned, or otherwise became untenable by fire, flood, or other casualty, you must reopen the replacement office within 90 days after you discontinue operation at the prior office.

(f) You acknowledge and agree any approval or recommendation of a site or location for your Business is not a representation or warranty of any kind, express or implied, of the suitability of the site for an @properties business or any other purpose. Our recommendation indicates only that we believe that the site meets our then acceptable criteria. In addition, any recommendations, suggestions, or approvals of a proposed site are not a warranty, guarantee or representation that the site will achieve any level or amount of sales, revenue or profit as an @properties business location. You acknowledge and agree that your acceptance of the obligation to develop the @properties business is based on your own independent investigation of the suitability of the site for the @properties business.

**5.3. Commencing Operations of the Business.** You will not commence operations of the Business for business until you receive our prior written approval. You must complete the development and commence operations of the Business within 120 days of the Effective Date. You shall have 90 days from the Effective Date of this Agreement to install all outdoor and indoor signs with your Business name utilizing the Marks.

#### **5.4. Personal Participation.**

(a) **Principal Owners, Designated Owner.** You must designate one (1) Principal Owner as the “Designated Owner” who: (i) is the primary owner responsible for your business communications with us; (ii) has authority over all transactions and dealings related to your Business; and, (iii) has the power to create binding agreements with us. Your Designated Owner may be the same person as the Responsible Broker.

(b) **Management of the Business.** The following positions must be designated for your Business at all times:

(i) **Responsible Broker.** The Business must at all times be operated under the direct supervision of the Responsible Broker. The Responsible Broker must faithfully, honestly, and diligently perform your obligations and continuously use his/her best efforts to promote and enhance the brand and your Business. The Responsible Broker must, at all times, be in good standing with the local, state and national association/board of realtors. In addition, the Responsible Broker must assume responsibilities on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments or otherwise that may conflict with your obligations under this Agreement.

(ii) **Office Broker.** The Office Broker shall be responsible for on-premises supervision of your Main Office and Additional Offices (if any) at all times. A Responsible Broker and an Office Broker may be the same individual, but if they are different people, the Office Broker is not required to be a Principal Owner.

(iii) **Office Manager.** Your Main Office and Additional Offices, (if any) shall have an Office Manager. This may be the same person as either or both the Responsible Broker and/or the Office Broker. The Office Manager is not required to be a Principal Owner.

The Responsible Broker, Office Broker, Office Manager and any other employees or affiliates with access to the Confidential Information must sign a confidentiality agreement that we provide to you in our Operations Manual.

**5.5. Authorized Products and Services Only.** As of the Effective Date, your Business may only offer and sell residential real estate services and the products and services that we approve in the Operations Manual or otherwise in writing. You may not sell any goods or services through your Business or otherwise under the Marks that we have not approved in writing.

We have the right, but not the obligation, to introduce and make available real estate related services and products, including but not limited to title services, escrow services, mortgage services, property management services, new development services, warranty services, relocation services, and communications systems for a fee. We may, at our sole discretion, revoke approval of a previously approved goods or services, at which case you must immediately stop selling the revoked services or products.

**5.6. Furniture, Fixtures, Equipment and Supplies.** To ensure a consistent brand and quality of products and services, you must maintain and comply with our quality standards, as described in the Operations Manual, and updated or modified from time to time. You agree to replace worn out or obsolete fixtures, equipment, furniture, or signs, and periodically clean and redecorate the Main Office and all Additional Offices (if any) as needed or as we require. If at any time in our reasonable judgment, the

general state of the fixtures, equipment, furniture, or signs used in operating the Business do not meet our then-current standards, we will so notify you, specifying the action you must take to correct the deficiency. We may establish a list of suppliers and vendors pre-approved by us for certain inventory and supplies that you may use. You are under no obligation to use these pre-approved suppliers or vendors in the regular course of your business. However, in the event that we require certain fixtures, equipment, inventory, and/or supplies that you are unable to reasonably locate elsewhere, you acknowledge and agree that you will use the suppliers and vendors pre-approved by us.

**5.7. Allowances.** We and our affiliates have the right to receive, collect and retain payments, manufacturing allowances, marketing allowances, rebates, credits, monies, or benefits (collectively, “**Allowances**”) offered by our suppliers to you or to us or our affiliates based upon your and/or other Affiliates’ purchases of products and services. These Allowances may be based on individual or network-wide purchases of products and services. You assign to us or our designee all of your right, title and interest in and to any and all such Allowances and authorize us or our designee to collect and retain any or all such Allowances without restriction (unless otherwise prohibited by the supplier). We may use all amounts so received for any purpose we and our affiliates deem appropriate.

**5.8. Client Service.** To promote, preserve and protect the brand and the Marks, all prospective and actual clients must be engaged with in a professional and respectful businesslike manner. You must diligently fulfill your obligations. In the event we become aware of a customer complaint or conduct detrimental to the brand, we may conduct investigations as we deem necessary and require that you resolve all complaints and to eliminate harmful conduct to our satisfaction in order to preserve the value of the brand and System. We may also contact the licensed brokers or other personnel in your office to inquire if they are being given access to all tools and services available and if they are being trained as we recommend. your customer service may be monitored through a client survey developed by us to ensure quality service and brand standards. We can terminate this Agreement if you refuse to participate in the client survey or do not meet the minimum quality service brand standards.

**5.9. Your Hiring and Training of Employees, Independent Contractors.** You are solely responsible for the day-to-day operations of your Business, including all employment related matters. You are solely responsible for hiring, firing, supervising, disciplining, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees. You must contract with all agents of the Business, and implement a training program for Business employees and agents in compliance with our required operational and brand standards. At all times, you must have a staff of trained employees and agents sufficient to operate the Business in compliance with our required standards and applicable law. It is your responsibility to ensure that your employees and agents have completed all training and obtained all required licenses, permits, or certifications required by applicable law, including necessary state real estate license(s).

**5.10. Software and Computer Systems.**

(a) You will use in the Business the computer system which shall function and have the capability to interact with us and the System in accordance with our then-current information technology requirements as specified in the Operations Manual from time to time (the “Computer System”). In addition, you shall use the web-based proprietary software programs or applications we or our affiliates developed or that is developed for us by a third party (the “Proprietary Software”), to which we retain all right, title, and interest. You must use any Proprietary Software that we designate. The Proprietary Software will remain the confidential property of us or our third-party supplier. You may be required to enter into our or a third-party supplier’s standard form computer software access or license agreement in connection with your use of the Proprietary Software or other software we determine is necessary for the Business. You must pay us or our

third-party suppliers the initial and ongoing then-current license fee(s) related to your use of any Proprietary Software or other required software. We reserve the right to assign our rights, title and interest in any Proprietary Software or any software license agreement to a third party we designate, or to replace the Proprietary Software. In such event, you may be required to enter into a separate computer software license agreement specified by us or the third-party supplier of the Proprietary Software. The computer hardware component of the Computer System must have adequate specifications and be capable of operating the Proprietary Software and any other software we require, including cloud-based software. We may require you to make certain updates and modifications to the Computer System. Currently, we do not maintain direct access to the Customer Data in the Computer System. However, in the future, if changes in the Computer System or the methods in which we interact with our franchisees or promote the System and network of franchisees and offices operating under the Marks requires implementation of different data collection or reporting, we reserve the right to have access to the Computer System and Customer Data. You must have at the Business, Internet access with a form of high-speed connection as we require. You will be required to use and, at our direction, pay for all future updates, supplements, and modifications to the Computer System.

(b) Any computer hardware and software you use in your Business, including the Computer System, shall include and maintain appropriate data security controls, and must comply with our data security policies, which may be designated in our Operations Manual or otherwise by us from time to time, which include, but are not limited to, the following: (i) authentication mechanisms designed so that they cannot be bypassed to gain unauthorized access to systems, (ii) encryption; and (iii) undertaking password protection measures, such as protecting the form in which they are stored and complexity of character classes and password length.

(c) We may offer additional technology tools, processes, or systems related to our technology offering that, should you elect to participate, may require you or your agents to contract with third-party service providers for additional fees, which you agree to pay. Likewise, we may integrate some third-party technology systems and services into our technology offering. You or your agents may be required to contract with 3rd party software providers and pay additional fees, or we may implement those additional technology tools, processes, or systems, and you will be responsible for paying additional fees related to those implementations.

(d) The capabilities of the services that we offer may vary to each franchisee based on MLS rules, data feed restrictions, state and local laws or any other restrictions that may arise.

**5.11. Telephone Number.** You agree to maintain a dedicated telephone number for your Business.

**5.12. Multiple Listing Services Data.**

(a) The Responsible Broker will need a real estate brokers license(s) from the state(s) in which you do business. You may need to be a member of the state, local, and National Association of REALTORS®. You must be a member of the local or regional multiple listing services (MLS), and obtain a data feed, as we specify. You understand that if you fail to provide us with the information from your MLS, then you may not receive certain services or access to certain tools of the Computer System, including the Proprietary Software, and you will be in default under this Agreement. Therefore, in order to access all services and tools under the Computer System, and to remain in compliance with this Agreement, you must provide us with the approved data feed from your MLS. Notwithstanding the foregoing, you shall not be required to follow any National Association of REALTORS® Code of Ethics and Standards of Practice, or local MLS Rules and Regulations should those codes, standards, rules, or regulations potentially violate any state or federal antitrust or unfair competition laws.

(b) You must provide us with a data feed from your MLS(s) that enables you, your agents, us, and our affiliates to display listings on the Internet for consumers to view online. We may utilize this data feed for any reason, within the rules of the relevant MLS(s) or data feed providers, to run additional reports, aggregate information, track trends, or for any other allowed internal or public-facing marketing or data tracking initiative. You understand and agree that you will be solely responsible for any initial and ongoing fees regarding your Business' MLS feed. Such fees are based on local MLS rules.

**5.13. Brand Image and Remodeling.** You agree to keep your Main Office and Additional Offices (if any) clean and well maintained in order to uphold the image and goodwill of our brand and System, in accordance with the Operations Manual including, but not limited to, the Brand Guidelines.

**5.14. Compliance with Laws and Good Business Practices.** You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Business and must operate the Business in full compliance with all applicable laws, ordinances and regulations. You must ensure the Responsible Broker and all other employees and agents obtain and maintain, for the duration they are affiliated with the Business, all licenses, permits, certifications required by applicable law. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we periodically may establish. You must notify us in writing within 24 hours of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, injunction, or award of decree by any court, agency, or other governmental instrumentality, that may adversely affect the operation or financial condition of you or the Business. You must notify us immediately of any suspected data breach at or in connection with the Business. You will not conduct any business or advertising practice which injures other @properties businesses, the System or the goodwill associated with the Marks.

**5.15. Conversion Warranty.** If you are converting an existing brokerage, you will not be required to pay to us Royalty Fees on real estate transactions that are under contract at the time of the Effective Date but close after the Effective Date of this Agreement. However, you acknowledge and agree to pay to us Royalty Fees on real estate transactions that are under contract during the term of this Agreement but close after expiration, termination, or transfer of this Agreement.

**5.16. Insurance.** You agree to purchase and maintain in force, at your expense, all of the insurance coverage we require in the types and amounts described in the Operations Manual. All insurance policies will: (1) be issued by an insurance carrier(s) acceptable to us; (2) will name us and our affiliates as an additional named insureds; (3) contain a waiver of the insurance company's right of subrogation against us; (4) contain the minimum insurance coverage that we designate in the Operations Manual for each @properties business that you operate, including this Business; and (5) provide that we will receive 30 days' prior written notice of any material change in or termination, expiration or cancellation of any policy. We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If you at any time fail to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence thereof, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur. You will provide us with copies of the certificate of insurance, insurance policy endorsements or other evidence of compliance with these requirements at least 2 weeks before you take possession and commence development of the Business premises, and at such other times as we may require. In addition, you will provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require.

**5.17. Client Referrals.** You are required to comply with the programs, policies, and procedures that we designate regarding client referrals, which may be modified, suspended, or augmented from time to time at our option. If we do not have any referral programs, policies, or procedures in place at the time that you communicate with a client referral, and except as otherwise permitted by us, you are required to direct any client referrals to other franchisees. If, at the time during this Agreement, you are a member of an affiliation approved by us and are required by said affiliation to comply with its programs, policies, and procedures, then you may continue to abide by those approved membership agreements. As of the date of this Agreement, the third-party affiliations that you are currently a member of are listed on Exhibit 6. For any additional, subsequent, or substitute affiliations that you may wish to join, you must secure our approval in advance, and you and we must revise Exhibit 6 after such approval.

## **6. MARKS**

**6.1. Ownership and Goodwill of Marks.** @properties owns the Marks. You acknowledge that you have no interest in or to the Marks, and that your right to use the Marks is derived solely from this Agreement and is limited to the conduct of business in compliance with this Agreement, the Operations Manual, and all applicable specifications, standards, and operating procedures that we require during the term of this Agreement. You agree that your use of the Marks and any goodwill established exclusively @properties, and that you receive no interest in any goodwill related to your use of the Marks or the System. You acknowledge and agree that all uses of the Marks and all goodwill generated by or accruing from the use of Marks under this Agreement shall inure solely to the benefit of @properties or its relevant corporate affiliate. You must not, at any time during the term of this Agreement or after termination or expiration of this Agreement, contest or assist any other person in contesting the validity or ownership of any of the Marks.

**6.2. General Limitations on Your Use of Marks.** You agree to use the Marks as the identification of the Business, in accordance with the Operations Manual including, but not limited to, the Brand Guidelines, but you must identify yourself as the independent owner in the manner we direct. As described further in Section 6.8 below, you must not use any Mark as part of any corporate name or in any modified form, and you cannot use any Mark in selling any unauthorized product or service or in any other manner unless we have expressly authorized such use in writing. You agree to display the Marks prominently and in the manner we direct on all signs and forms. Subject to our rights described in this Agreement, you agree to obtain fictitious or assumed name registrations as may be required under applicable law.

**6.3. Additional Limitations on Your Use of the Marks.** You agree to the following additional obligations:

- (a) You shall not represent that you own any of the Marks.
- (b) You shall not market, hold out or otherwise position any other trademarks, trade names, service marks, domain names, logos or other commercial symbols as being associated with more luxurious real estate brokerage services or more luxurious real estate properties than those offered, marketed or sold under the Marks.
- (c) You agree that you are neither directly nor indirectly controlled by Sotheby's Inc., Phillips Auctioneers Limited, Beijing Poly International Auction Co. Ltd., China Guardian Auctions Co. Ltd., or their successors (including, for the avoidance of doubt, Realogy Holdings Corp. and its affiliates, for so long as it is licensed to use the Sotheby's Marks), or any other competitor that we may designate from time to time.

- (d) You shall not acquire, file, seek to register or otherwise obtain any registration or application for any Mark that consists of, incorporates, could reasonably be expected to be confusingly similar to or dilutive of, or is a variation of, any of the Marks;
- (e) You shall not use any of the Marks in any manner that does or could reasonably be expected to (i) dilute, impair or diminish the value or enforceability of any of the Marks, or their respective associated goodwill, or (ii) allow any of the Marks to become generic or otherwise lose their distinctiveness;
- (f) You shall not take any action to challenge, contest, oppose, cancel or otherwise prejudice our or any of our affiliates' rights, title or interest in or to the Marks or the validity or enforceability of the Marks (or of any registration or application therefor), or assert any common law rights in the Marks;
- (g) You shall not adopt or use any variation or derivation of any of the Marks or any word, phrase, symbol or Mark that could reasonably be expected to be confusingly similar to or dilutive of any Mark;
- (h) You shall not use any of the Marks with any other word, phrase, symbol or trademark so as to form a composite trademark, except as set forth in Section 7 of Exhibit 1 of this Agreement, or as otherwise permitted by the Operations Manual;
- (i) You shall not grant or attempt to grant an encumbrance on, or record any encumbrance against, any of the Marks including, but not limited to, any mortgage, deed of trust, pledge, security interest, claim, license, encumbrance, easement, lien, charge, option, restriction on transfer, claim, lease, right of first refusal, easement, servitude, conditional sale or other title retention agreement, defect in title or other restriction of a similar kind;
- (j) You shall not engage in any conduct or behavior, make any statements or representations or otherwise communicate (whether in writing, orally or otherwise), or take any action, which does or could reasonably be expected to defame, diminish, tarnish, disparage, bring into disrepute or otherwise damage (i) any of the Marks or the goodwill associated with the foregoing, or (ii) our business, our or any of our Franchisees, or their respective reputations; and
- (k) You shall follow any other rules that we may establish regarding the Marks, which may be described in the Operations Manual (including, but not limited to, the Brand Guidelines) or otherwise in writing.

**6.4. Restrictions on Internet and Website Use.** We retain the sole right to advertise the System on the Internet and to create, operate, maintain, and modify, or discontinue the use of, a website using the Marks. You are required to own and operate a website to advertise your Business and the properties offered for sale by your Business, provided that (A) all uses of the Marks comply with the Brand Guidelines, and (B) that you comply with our requirements for (1) linking or framing our website; (2) the use, registration, and ownership of Internet domain name; and (3) the use any e-mail addresses related to the Business. You will not register, as Internet domain names, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar. Further, you may not market, advertise or promote your Business or conduct any business on the Internet, including using social and professional networking sites to promote your Business, except as provided in our written social media policy (if any) or with our prior written approval. You may own and operate your own social media accounts provided that you operate them subject to our social media policy (if any) set out in the Brand Guidelines.

**6.5. Notification of Infringements and Claims.** You must notify us in writing within 24 hours of learning of any apparent infringement of or challenge to your use of any Mark, or any claim by any person of any rights in any Mark or any similar trade name, trademark, or service mark of which you become

aware. You must not communicate with any person other than us and our counsel regarding any infringement, challenge, or claim. We may take any action we deem appropriate and have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark. You will sign all documents, provide assistance and take all action as we may reasonably request to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

**6.6. Litigation.** You will have no obligation to and will not, without our prior written consent, defend or enforce any of the Marks in any court or other proceedings for or against imitation, infringement, any claim of prior use, or for any other allegation. You will, however, within 24 hours of learning of any alleged claim or complaint, notify us of such claims or complaints made against you respecting the Marks and will, at your expense, cooperate in all respects with us in any court or other proceedings involving the Marks. We will pay the cost and expense of all litigation we incur, including attorneys' fees, specifically relating to the Marks. We and our legal counsel will have the right to control and conduct any litigation relating to the Marks.

**6.7. Changes to Marks.** You cannot make any changes or substitutions to the Marks unless we so direct in writing. As between you and us, we reserve the right to replace, modify, or discontinue use of any Mark, or to use one or more additional or substitute trademarks or service marks. In such event, you will, at your expense, comply with such modification or substitution within a reasonable time after we notify you.

**6.8. Entity Name Requirements.** You may not use the Marks or any confusingly similar words, as any part of the name of a partnership, corporation, LLC or other entity; however, you are required to operate under the trade name or DBA "@properties" with a suffix or prefix that uniquely identifies your Office as we approve before you may open your Business (the "Trade Name"). Your Trade Name must be displayed in accordance with our Operations Manual and the Brand Guidelines. You must not change your Trade Name without our prior written consent.

**6.9. Name and Likeness.** You hereby grant us a perpetual, non-exclusive license to use your, your employees, and your agents' name and likeness in all forms and media for advertising, trade, and any other lawful purposes, without compensation to you, your employees, or your agents.

## **7. ADVERTISING**

**7.1. Advertising Fund.** We reserve the right to require that you to pay a monthly advertising fee ("Advertising Fund Fee") for deposit into a system marketing fund (the "Advertising Fund"). As of the Effective Date, we have not established an Advertising Fund, and we do not collect the Advertising Fund Fee. We may implement, begin collecting, and increase the Advertising Fund Fee at any time upon written notice to you; however, the Advertising Fund Fee will not exceed three percent (3%) of Gross Revenue. If we begin collecting the Advertising Fund Fee, you will pay the Advertising Fund Fee in the same manner and at the same time as the Royalty Fee. If we begin collecting the Advertising Fund Fee, we will place all Advertising Fund Fees we receive in the Advertising Fund and we will manage such Advertising Fund. Any @properties businesses operated by us or our affiliates will not be required to contribute to the Advertising Fund. The Advertising Fund will pay expenses in connection with the general promotion of the Marks and the System, which may include, but are not limited to, the development and operation of a call center; market research; customer retention; incentive programs; sales development programs; media planning; media buying fees; creating and producing advertising materials; outside advertising agency fees for creating advertising programs; public relation activities; outside public relations agency fees; technology investments; digital marketing; and reimbursing us the costs of administering the Advertising Fund. Additionally, we may use up to ten percent (10%) of the Advertising Fund to solicit new franchisees. The Advertising Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Advertising Fund. We cannot



ensure that any individual franchisees will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Advertising Fund in that year. We will determine the methods of advertising, media employed, and scope, contents, terms and conditions of advertising, marketing, promotional and public relations campaigns, and programs. Upon written request, we will provide you an annual unaudited statement of the receipts and disbursements of the Advertising Fund for the most recent calendar year. Any end-of-year surpluses or shortages in the Advertising Fund in a given year will carry over to the next year.

**7.2. Local Advertising and Promotions.** All advertising and promotions must conform with the Operations Manual, including the Brand Guidelines. We may require you to use our advertising templates or materials in accord with our Operations Manual, including our Brand Guidelines, or as we otherwise approve in writing. If you use or develop your own marketing materials for your Business, we, in our sole discretion, have the right to require you to remove any marketing materials or advertising that do not comply with the Operations Manual, Brand Guidelines or any laws. You shall not, directly or indirectly, advertise commission rates through any medium (including, but not limited to, print advertising, digital advertising, and social media). You agree to conduct all advertising and public relations in a dignified manner and to conform to the standards and requirements we specify from time to time in the Operations Manual or other written materials.

**7.3. Additional Marketing Programs.** You agree to participate in all promotional programs and that we create, offer, or advertise.

**7.4. Website.** We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Marks, except to the extent that we may grant you the right, in writing, to establish a website for your Business and use the Marks therein. Accordingly, you agree to the following:

(a) We shall mutually determine the URL extension and location-specific office name for your Business. We have the right to designate certain properties that must be listed on your Business's website and designate that certain properties must not be listed on such website. You must utilize an approved, professional photographer and, in some cases, videographer to capture imagery for your Business's website and you shall license to us access to the photos and videos and a license to use them. You understand and agree that you will be responsible for all website hosting and related fees that we or you incur on behalf of your Business. We may modify and discontinue the use of any website at any time, at our option.

(b) Your website must comply with the policies that we establish from time to time which include, but are not limited to, the Brand Guidelines that are contained in the Operations Manual. As further described in Section 6.4 of this Agreement, you must not register, as Internet domain names, any of the Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar without our prior written approval. You hereby agree that upon expiration or earlier termination of this Agreement, you will immediately remove from your independent website all Marks or any abbreviations, acronyms or variations of the Marks, or any other name that could be deemed confusingly similar and to de-brand and de-identify as an affiliate of @properties. Further, if your domain name contains any abbreviations, acronyms, or variations of the Marks, upon the expiration or earlier termination of this Agreement, you shall promptly assign or redirect (or cause to be assigned or redirected) to us all rights and access to your domain name or URL.

**7.5. Digital Marketing.** All digital marketing must comply with our social media policy in the Brand Guidelines that are contained in the Operations Manual. For the purposes of this Section 7.5, "digital marketing" includes, but is not limited to, social media accounts (including but not limited to Facebook,

Twitter, Snapchat, TikTok and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Business, Marks and licensing or franchising opportunities.

**7.6. Digital Campaigns.** We may negotiate contracts with vendors such as realtor.com, Zillow, Trulia, Google AdWords, Facebook, and Instagram. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor.

**7.7. Print Design and Marketing Collateral.** We may, but are not required to, create print collateral and publications for your Business, which are detailed further in our Operations Manual. We may provide you with access to print marketing templates for company-wide marketing and branding. If requested, we may assist with the customization of standard, brokerage-wide print advertisements and printed pieces for each market, and you will pay our Special Assistance Fee for such assistance. We may offer certain enhanced marketing programs to qualifying properties that we designate. We may modify, suspend, or eliminate any marketing assistance, including our enhanced marketing programs, at any time, including the format (e.g., digital or hard copy). We may require that you pay additional fees for certain marketing collateral and publications that we provide including, but not limited to, for magazines and brochures.

**7.8. Ownership of Print Design, Marketing Collateral, and Other Copyrightable Materials.** You acknowledge and agree that we and/or our affiliates and/or our licensors are the owners of certain copyrighted or copyrightable materials, including the collateral and publications that we create for the Business or the network, as well as the Operations Manual, and that the copyrights and other intellectual property rights in these materials are valuable property of ours and/or our affiliates and/or our licensors. We authorize you to use the materials on the condition that you comply with our requirements, as set forth in our Operations Manual. You acknowledge that this Agreement does not confer any interest in these materials to you, other than the right to use them in the operation of the Business, in compliance with the terms of this Agreement. If you prepare any adaptation, improvement, translation or other item derived from these materials that we and/or any of our affiliates and/or our licensors own, whether or not such adaptation, improvement, translation or other derived item was authorized by us, you agree that such material will be our property (or the property of our affiliate or licensor) and you hereby assign all your right, title and interest therein to us (or our designee or licensor). You agree to execute any documents, in recordable form, which we deem necessary to reflect or perfect such ownership. You agree that your execution of this Agreement shall be deemed to be your power of attorney in favor of us to execute all such documents on your behalf to carry out and effectuate the purposes and intent of this provision.

**7.9. Publicity.** Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

**7.10. Office Sign.** You must install one (1) or more exterior signs displaying your Trade Name on your Main Office and any Additional Offices. Your sign(s) must conform to the Brand Guidelines. The sign(s) utilizing our Marks must be installed within ninety (90) days from the Effective Date of this Agreement. You must obtain our prior written permission for any exception to the office sign requirements due to local ordinances or other reasons and you must provide written documentation reflecting the reasons for varying the signage.

## **8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

**8.1. Definition.** “Confidential Information” means the methods, techniques, information, data, formats, marketing and promotional techniques and procedures, specifications, information, systems, software, and

knowledge of and experience in operating and franchising @properties businesses that we communicate to you or that you otherwise acquire in operating the Business under the System including, but not limited to, the Operations Manual and Brand Guidelines and the terms of this Agreement. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by you.

**8.2. Confidentiality.** You acknowledge and agree that you do not acquire any interest in the Confidential Information, other than the right to use it in developing and operating the Business pursuant to this Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, is our trade secret, and is disclosed to you solely on the condition that you agree that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any Confidential Information disclosed in written form; (4) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Business employees; (5) will require all managers and other employees with access to Confidential Information to sign such an agreement in a form we approve; and (6) will not disclose the terms of this Agreement other than to your direct employees on an as-needed basis. The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose this information, if you use your best efforts to maintain the confidential treatment of the Confidential Information, and provide us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed. Notwithstanding anything in this Agreement to the contrary, you may, in accordance with any applicable law, including the federal Defend Trade Secrets Act, disclose Confidential Information, including our trade secrets, (a) in confidence, to federal, state, or local government officials, or to your attorney, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

## **9. REPORTS AND REVIEW**

**9.1. Records.** During the term of this Agreement, and for three (3) years after the expiration or termination of this Agreement, you must maintain accurate financial and operational records in the form we require (“Records”). You must provide to us the Records in the manner and format we require.

**9.2. Reports.** You will deliver or provide access to us the following: (1) monthly sales reports relating to Gross Revenue, which are due within seven (7) days of the calendar month end and; (2) within sixty (60) days after the end of each fiscal year, an annual profit and loss statement and source and use of funds statement for the Business for the year and a balance sheet for the Business as of the end of the year; and (3) such other reports we require from time to time. You also will provide to us copies of all records, information, and supporting documents as we require from time to time. All financial statements, reports, and information must be on forms we approve and signed and verified by you.

**9.3. Profit and Loss.** We have the right to require that you provide to us, once a year, a profit and loss statement of the Business, in the manner and form we specify, for the preceding 12-month period. Notwithstanding the foregoing, we reserve the right to require submission of these financial statements and reports if at any time we have a reasonable concern that you are not complying with all the terms and conditions in this Agreement, or at any time during the Term if you have committed a breach or default,

even if such breach or default has been cured, and we may request such documents for review at any time if the amount of monthly Royalty Fees you pay to us declines by an aggregate of ten percent (10%) or more during any four consecutive month period.

**9.4. Inspections.** You must permit us and IP Owner to review, inspect, and audit the Business, records, Main Office, all Additional Offices (if any), in person, by mail, or electronically, and to inspect the operations of your Business. This includes the right to inspect and copy all tax returns and bank statements that may show revenues from the Business. We also have the right to require that you implement a plan to resolve issues that we discern from any review we conduct. You will fully cooperate with our representatives making any inspection, and you will permit our representatives to take photographs or videotapes of the Main Office and all Additional Offices (if any) and to interview your employees, agents, and customers. If, as part of a review of your business operations, we request a copy of any business records or other documents related to the Business, you must send us at your expense these records within five (5) business days of receiving our request.

**9.5. Result of Audit; Unreported Net Sales.** If any examination or audit discloses an understatement of Gross Revenue, you will pay to us, within fifteen (15) days after receipt of the examination or audit report, the Royalty Fees on the amount of the understatement, plus interest (at the rate provided in Section 3.10 above) from the date originally due until the date of payment. You must reimburse us for the cost of the audit or examination, including the charges of any independent accountants and the travel expenses, room and board and compensation of our employees, if any examination or audit results in a determination that Gross Revenue for any month are understated by 5% or more. The foregoing remedy is in addition to all other of our remedies and rights under this Agreement or applicable law.

## **10. TERMINATION**

**10.1. Termination by Us without Notice or Opportunity to Cure.** You will be in default, and we may terminate this Agreement without notice to you and without an opportunity to cure if:

(a) Voluntary Bankruptcy. If you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Business;

(b) Involuntary Bankruptcy. If proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Business without your consent, and the appointment is not vacated within 60 days; or

(c) Dissolution. If you are a corporation, limited liability company, partnership or other business entity and any action is taken which purports to seek dissolution or liquidation of such entity without our prior written consent.

**10.2. Termination by Us with Notice and Without Opportunity to Cure.** We have the right to terminate this Agreement upon notice to you without providing you an opportunity to cure for any of the following defaults:

(a) If you or any of your managers, directors, officers, or any Principal Owner commits a material violation of any law, ordinance, rule, or regulation of a governmental agency or department

reasonably associated with the operation of the Business or if you are convicted of or plead guilty or no contest to a felony.

(b) If you include a materially false representation or omission of fact in your application to us for this Business.

(c) If you or your Principal Owners commit any fraud or misrepresentation in the operation of the Business.

(d) If you or your principals materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure.

(e) If you, the Responsible Broker, or any of your managers fail to operate the Business in full compliance with federal, state, and local laws and regulations.

(f) If you, the Responsible Broker, or any of your managers or agents are involved in any act or conduct, including in public or on the Internet, which materially impairs or otherwise is prejudicial to the goodwill associated with the Marks or the System including, but not limited to, a violation of Section 6.3(n).

(g) If you or a Principal Owner makes an unauthorized assignment or transfer of this Agreement, the Business, or an ownership interest in you, or fails to complete an approved transfer in a timely manner.

(h) If you commit three or more breaches of this Agreement, the Operations Manual, or any other agreement with us, in any 12-month period regardless of whether such breaches were cured after notice.

(i) If you violate any part of Section 6 including, but not limited to, Section 6.3.

**10.3. Termination upon Notice and 30 Days' Notice to Cure.** Except for those defaults set forth in Sections 10.1 and 10.2 of this Agreement, if after you are given notice given by us, you fail to cure the following defaults listed below after thirty (30) days, we may terminate this Agreement:

(a) If the required individuals do not complete, to our satisfaction, our initial training program in accordance with our standards.

(b) If you fail to pay us Royalty Fees, or any other amounts due and owing to us or our affiliates within 10 days from the date such payment was due.

(c) If you fail to notify us regarding your choice of a site for the Main Office or any Additional Office.

(d) If you fail to open the Business within 120 days from the Effective Date.

(e) If you abandon the Business or discontinue the active operation of the Business for three or more business days, except when active operation is not reasonably possible, such as due to a natural disaster.

- (f) You are no longer able to or cease to be able to conduct residential real estate brokerage services in any part of your Protected Territory for whatever reason, provided, however, that in lieu of termination, we may, upon notice to you, modify your Protected Territory to terminate your rights in the part of the Protected Territory in which you are no longer operating.
- (g) If you refuse to permit us to inspect or audit your Business.
- (h) If any examination or audit discloses an understatement of Gross Revenue of more than 5%.
- (i) If you, the Responsible Broker, or any of your managers fail to conform to the material requirements of the System or the material standards of uniformity and quality as described in the Operations Manual or as we have established under the System or misuse the Marks.
- (j) If you fail to maintain the required insurance coverage or fail to provide the required evidence of insurance to us, as we require under this Agreement and in the Operations Manual.
- (k) If you breach or violate any other covenant, obligation, term, condition, warranty, or certification under this Agreement, including your failure to comply with any other term or condition of this Agreement, Operations Manual, or any ancillary agreement between you and us (or our affiliate).

**10.4 Alternatives to Termination.** In lieu of termination, at our option, we make take the following actions:

- (a) We may terminate or modify any rights that you may have with respect to protection, “exclusivity,” or quasi-exclusivity in any Protected Territory granted hereunder, effective ten (10) days after delivery of written notice thereof to you;
- (b) We may withhold from you benefits, plans, promotions or products that might be available to other franchisees, and/or we may not authorize you to participate in certain meetings or events, unless and until you cure your default(s) and operate in compliance with this Agreement and our rules, policies, and standards; and/or
- (c) We may require you to provide us with a detailed business plan in such form and containing such content as we may specify, which addresses the issues and concerns raised by the defaults.

If any of such rights, options, arrangements, or areas are terminated or modified in accordance with this Section 10.4, such action shall be without prejudice to our right to terminate this Agreement, and/or to terminate any other rights, options or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

## **11. POST TERMINATION OBLIGATIONS**

**11.1. Post-Termination Obligations.** If this Agreement expires, is not renewed, or is terminated for any reason by any party, including a sale of the Business, you must immediately:

- (a) Cease operating the Business under the Marks and discontinue using any of our Marks or any marks which are likely to be confused with our Marks. If you fail to remove any signs and other materials bearing the Marks, you agree that we may do so at your expense, and our actions will not be

considered trespassing. You acknowledge and agree that following termination or expiration of this Agreement, you will comply with any continuing obligation to cooperate with us on or relating to any litigation, acquisition, or intellectual property rights.

(b) Remove any and all @properties Marks or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar from all of your social media accounts, names, and handles.

(c) Pay to us all amounts owing to us and our affiliates.

(d) Cancel all fictitious names, Trade Names or other listings which you have filed for use of any of the Marks.

(e) Abide by any other covenant in this Agreement that requires performance by you after you are no longer a Franchisee.

(f) Make all filings with the relevant court or government (federal, state, local, foreign or provincial), or any political subdivision thereof, including any department, commission, agency or other regulatory, administrative or governmental body or instrumentality, and take all other actions necessary or desirable to change the corporate name, trade name, assumed (or d/b/a) name and any other similar corporate identifier to any name and identifier that does not constitute or include any Mark, or variation or composite thereof (if any);

(g) Irrevocably assign to us, or a designee, as we designate, all Internet domain names that consist in part of, or incorporate, any of the Marks (if any); and

(h) Execute, from time to time, any necessary papers, documents, and assurances to effectuate the intent of this Section 11.

**11.2. Return of Information.** Upon termination or expiration of this Agreement, you will return to us all of our Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will remain subject at all times to the confidentiality restrictions of this Agreement.

**11.3. Our Option to Purchase the Business.** If you were new to the real estate brokerage business before you signed this Agreement and became a Franchisee, and you did not have an existing real estate brokerage business that converted to the @properties brand, then if this Agreement expires or is terminated for any reason, we have the option, but not the obligation, upon 60 days' written notice from the date of expiration or termination, to purchase from you all the tangible and intangible assets relating to the Business (excluding any unsalable inventory, cash, short term investments and accounts receivable) (collectively, the "Purchased Assets"). We may assign this option to purchase, and assignment separate and apart from the remainder of this Agreement. The purchase price for the Business will be the book value of the Purchased Assets; provided that: (a) we may exclude from the Purchased Assets any products or other items that are not in compliance with this Agreement; and (b) we may exclude from fair market value any provision for goodwill or similar value attributable to intangible property (such as the Marks and Confidential Information). If the parties cannot agree on fair market value within a reasonable time, we may designate an independent appraiser to determine the fair market value of the Purchased Assets. The determination of such appraiser will be binding on the parties hereto, and the costs of such appraisal will be divided equally between you and us. The purchase price, as determined above, will be paid in cash at

the closing of the purchase, which will occur within a reasonable time, not to exceed 60 days, after the fair market value is determined. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate the Business without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we exercise our option to purchase the Business, we may, pending the closing, appoint a manager to maintain Business operations.

**11.4. Continuing Obligations.** All obligations and rights of us and you which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect following its expiration or termination and until they are satisfied or expire.

**11.5. Liquidated Damages.**

(a) If this Agreement is terminated due to your default, you must pay to us a lump-sum payment, within thirty (30) days of termination, an amount calculated as follows: (a) the average of your monthly Royalty Fees for the last 12 months immediately preceding the termination of this Agreement (or such shorter time as you were open); (b) multiplied by the lesser of 24 or the number of months remaining in the term of this Agreement.

(b) The payments called for in this Section 11.5 constitute liquidated damages for causing the premature termination of this Agreement. A precise calculation of the full extent of damages that we will incur if this Agreement terminates because you default cannot be reasonably determined. Nevertheless, the parties agree that the lump-sum payment provided under this Section 11.5 is reasonable in light of the damages for premature termination that may reasonably be expected to occur in such event. The amounts contemplated under this Section 11.5 are not a penalty, the payment is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches, and the amount does not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, this Section does not preclude, and is not inconsistent with, a court granting us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Our rights to liquidated damages and specific performance or any other equitable relief are not mutually exclusive.

**11.6. Holdover.** If you continue to operate your Business after the expiration of the Term as described in Section 2.4, you will be deemed to have materially breached this Agreement including, but not limited to this Section 11.

**12. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

**12.1. Independent Contractor.** We and you are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venture or employee of the other. Neither party shall have the right or authority to independently obligate the other to any third parties or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence. You must identify yourself in all dealings with customers, lessors, contractors, suppliers, public officials and others as the owner of the Business under a franchise agreement from us. You must place a conspicuous notice on or near the entrance(s) of the Offices(s), that clearly states “EACH OFFICE IS INDEPENDENTLY OWNED AND OPERATED,” or any modification of the statement as we may require in the Operations Manual (“Disclaimer”). You must include the Disclaimer on all signage, business cards, stationery, promotional and advertising materials, website and internet communications, email signature blocks, real estate documents, and all other materials you use.



**12.2. Independent Business.** You acknowledge and agree that by executing this Agreement you are agreeing to establish and operate an independent @properties business, the success of which depends on, among other things, your individual ability to operate your business, attract and retain qualified agents and other personnel, and otherwise operate all phases of an independent business over which you will have substantial control. As an independent business owner, you agree that: (i) the relationship created by this Agreement is not a relationship between principal and agent, or that it is a fiduciary relationship; (ii) you are not our employee and will not earn any wages, nor be eligible for or receive any of the other benefits normally provided to employees, but rather your income will solely be the profits you earn from the operation of your Business; (iii) we are not the employer or co-employer of any employee that you hire; (iv) except as set forth herein, all management, personnel, and training requirements are at your discretion and are your responsibility; (v) you are responsible for ensuring that your Business operates in accordance with the law of the state, county, city, and town in which you operate; (vi) you alone are permitted to contract with your customers and you are required to sign all contracts and agreements, including purchase agreements, using your independent business name; (vii) you are free to set the prices you charge your customers; and (viii) we shall not be liable for damages to any person or property arising directly or indirectly out of your operation of your Business nor shall we be liable for any taxes, assessments, fines or penalties levied upon you or your Business arising out of your Business. You agree that should you assert a claim or seek a determination that this Agreement, or any of its exhibits or attachments, creates anything but an independent business relationship, including an employment relationship, we may seek a determination that this Agreement is null and void. You also agree that if a court, administrative body, arbitrator, board, or other tribunal enters a judgment that this Agreement, or any of its exhibits or attachments, creates anything but an independent business relationship, including an employment relationship, then we shall have the option to immediately terminate this Agreement.

**12.3. Indemnity.** You will hold harmless, defend, and indemnify us and our past, present and future affiliates, officers, directors, interest holders, members, shareholders, agents, attorneys, consultants, and employees (“**Indemnified Parties**”) against any claims, losses, costs, expenses (including, but not limited to, reasonable attorneys’ fees, costs, and expenses (and interest on such fees, costs, and expenses), costs of investigation, settlement costs, and interest), liabilities and damages (collectively, “**Indemnification Claims**”) arising directly or indirectly from, as a result of, or in connection with this Agreement, your operation of the Business, the relationship between the Parties, your and/or your employees’ actions or inactions, any claim that any of the Indemnified Parties are a joint employer with you for any reason, your activities under this Agreement, and/or your breach of this Agreement, including, without limitation, those alleged to be caused by the negligence of the Indemnified Parties unless (and then only to the extent that) the Indemnification Claims are determined to be caused solely by the gross negligence or willful misconduct of one of the Indemnified Parties according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction (including, but not limited to, Indemnification Claims brought by you). In the event the Indemnified Parties incur any costs or expenses, including, without limitation, legal fees (including, but not limited to, attorneys’ fees, costs, and expenses, and interest on such fees, costs, and expenses), travel expenses, and other charges in connection with any proceeding involving you in which the Indemnified Parties are not a party, you must reimburse the Indemnified Parties for all such costs and expenses promptly upon presentation of invoices. With respect to any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect the Indemnified Parties, the Indemnified Parties have the right, but not the obligation, to: (i) choose counsel; (ii) direct and control the handling of the matter; (iii) settle any claim against the Indemnified Parties; and (iv) seek reimbursement from you pursuant to the terms of this paragraph. This Section will survive the expiration or termination of this Agreement and applies to Indemnification Claims even if they exceed the limits of your insurance coverage.

## 13. COVENANTS

**13.1. Non-Solicitation of Customers.** You, each Principal Owner, and the Responsible Broker, will not, during the term of this Agreement, and for a period of 1 year after its expiration or termination, directly or indirectly, divert or attempt to divert any @properties business, account or customer of the Business or any other @properties business referred to you by us, or the System to any competing business including, but not limited to, the competing businesses set forth in Section 6.3(e). We will not during the term of this Agreement, and for a period of 1 year after its expiration or termination, divert or attempt to divert any business, account, client, or customer of yours that we gained knowledge of in connection with this Agreement.

**13.2. Covenant Not to Compete During Term.** You and each Principal Owner will not, during the term of this Agreement, directly, or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any business that offers for sale real estate brokerage services, or any other related business that is similar to, offers the same or similar products or services to, or is otherwise competitive with, the Business, anywhere in the United States, including, but not limited to, those competing businesses set forth in Section 6.3(e), except the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent 1% or less of that class of securities. For clarification and avoidance of doubt, the above restriction regarding the operation of competing businesses applies to any separate real estate brokerage business under any brand, or Protected Territories or franchise agreements or other territories, franchises, licenses or other businesses you, your affiliates or Principal Owner have with us or any of our affiliates, including following the termination or expiration of any such rights.

13.2.1 Notwithstanding the foregoing, you and each Principal Owner may own other businesses that do not offer residential real estate brokerage services and that do not compete with the Business and are owned and operated under a legal entity that is separate from, a different entity from, and represented to the public as a different entity from the entity that executed this Agreement and operates the Business. Further, you covenant and agree not to divert any real estate business from the Business.

13.2.2 You acknowledge and agree that any permitted business or operations under Section 13.2.1 above shall not (a) be of the type described in Section 6.3(c); (ii) in any way be affiliated or associated with those competing businesses set forth in Section 6.3(c); and (iii) use any @properties branding or Marks.

**13.3. Injunctive Relief.** You agree that damages alone cannot adequately compensate us if there is a violation of any covenant in this Section and that injunctive relief is essential and necessary to prevent irreparable harm and damage to us. You therefore agree that we are entitled to injunctive relief without posting any bond or security, in addition to the remedies that may be available to us at equity or law, if you, the Principal Owners or their respective spouses or children, or the Responsible Broker violate any covenant in this Section. The covenants stated in this Section will survive the termination or expiration of this Agreement.

**13.4. Waiver of Bond.** If we bring suit to enforce this Agreement by injunctive relief, you agree that no bond or other security is necessary and you hereby waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce the duties set forth in this Agreement.

**13.5. Severability.** If any covenant or provision of Section 13.1 or 13.2 is determined to be void, overbroad or unenforceable, in whole or in part, the parties agree that the offending portion shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other remaining covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement

and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this Agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

## **14. TRANSFER**

**14.1. Assignment by Us.** We may transfer or assign this Agreement and all or any part of the rights or obligations under this Agreement, or any interests in our assets, or any ownership or equity interests in us, to any person or legal entity, and any assignee will become solely responsible for all obligations of the licensor under this Agreement from the date of assignment.

**14.2. Your Assignment to Corporation or Limited Liability Company.** You must obtain our prior written consent to assign this Agreement. We will not unreasonably withhold our consent to an assignment of this Agreement to an entity that you own and control and that we approve, provided you comply with all of the following conditions: (i) the entity must not conduct any business other than the Business; (ii) the ownership and management is substantially unchanged; (iii) the Responsible Broker actively manages the Business in accordance with this Agreement; (iv) you and all Principal Owners of the assignee entity sign the Guarantee, Indemnification, and Acknowledgment attached hereto as Exhibit 3; (v) you provide us no less than fifteen (15) days' written notice before the proposed date of assignment of this Agreement to the entity; (vi) you provide to us a certified copy of the articles of incorporation, operation agreement, organizational documents, and a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the assignee entity; and (vii) the organizational documents and all issued and outstanding stock or membership certificates will bear a legend, in form acceptable to us, reflecting or referring to the assignment restrictions stated in this Agreement.

**14.3. Your Assignment or Sale of Substantially All of Your Assets.** You understand that we have granted you the rights under this Agreement in reliance upon the individual or collective character, aptitude, attitude, business ability and financial capacity of your Principal Owners. You (including all Principal Owners) will not voluntarily or involuntarily transfer, assign, or otherwise dispose of, in one or more transactions, your entity or business, the Business, all or substantially all of the assets of your business, this Agreement, or any material interest in you ("material interest" to include a proposed transfer of twenty percent (20%) or more of the common (voting) stock of a corporation or ownership interest in a limited liability company or partnership) unless you obtain our prior written consent (except as provided in Section 14.2 above). We may condition our approval of any proposed transfer upon satisfaction of the following occurrences:

- (a) You are current in all monetary obligations to us, our affiliates, and suppliers and vendors;
- (b) You are in full compliance with this Agreement, Operations Manual, and our System standards;
- (c) You execute any transfer, amendment, or release forms that we may require;
- (d) You or the transferee will provide to us a copy of the proposed documents as we may request to evidence the transfer;
- (e) The transferee must be approved by us, the owners must be licensed real estate brokers, and demonstrate to our satisfaction that they meet our educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the business to be transferred; and have adequate financial resources and capital to meet the performance obligations under this Agreement;

- (f) The transferee must execute our then-current form of franchise agreement;
- (g) You or the transferee must pay to us the Transfer Fee specified in Section 3.5 of this Agreement;
- (h) The transferee must satisfactorily complete our initial training program at the transferee's expense within the time frame we establish;
- (i) You must comply with all post-termination provisions of this Agreement;
- (j) The transferee must obtain within the time limits set by us and maintain thereafter, all permits, and licenses required for operation of the Business;
- (k) To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;
- (l) The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;
- (m) You and all departing owners must release us from any and all claims against us and our past, present and future affiliates, officers, directors, interest holders, members, shareholders, agents and employees.
- (n) The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation and performance under its franchise agreement; and
- (o) We waive our right of first refusal set forth under Section 14.4.

**14.4. Right of First Refusal.** If you have received and desire to accept a signed, bona fide offer to purchase or otherwise transfer this Agreement, any interest in it, or substantially all the assets of the Business, or all or substantially all of the equity ownership in your entity, you shall grant us the option (the "Right of First Refusal") to purchase the Business as provided here:

(a) Within fourteen (14) days of receipt of the written, signed offer, you shall offer the Right of First Refusal to us by notice in writing, including a copy of the signed offer to purchase which you received ("Notice"). We shall have the right to purchase the Business or interest in the Business, or all or substantially all of the equity ownership in your or your entity, at and for the price and upon the terms set out in the Notice, except that we may substitute cash for any non-cash form of payment proposed and we shall have 60 days after the exercise of our Right of First Refusal to close the said purchase. Should we wish to exercise our Right of First Refusal, we will notify you in writing within 15 days from its receipt of the Notice. Upon the giving of such notice by us, there shall immediately arise between us and you, or its owners, a binding contract of purchase and sale at the price and upon the terms contained in the Notice.

(b) If we do not exercise our Rights of First Refusal, you may transfer the Business or ownership interest therein according to the terms set forth in the Notice, provided that you satisfy the conditions in this Agreement, including Section 14.5 above, and complete the sale within ninety (90) days from the day on which we received the Notice. If you do not conclude the proposed sale transaction within

the ninety-day (90-day) period, the Right of First Refusal granted to us shall continue in full force and effect.

**14.5. Death or Incapacity.** The death of your Designated Owner, you, or your estate, or your Designated Owner or her/his estate, as the case may be, must actively begin the process to seek a transfer of your or your Designated Owner's rights under this Agreement within sixty (60) days and must complete the transfer within six (6) months of death or incapacity. If your Designated Owner or her/his estate, fails in either respect, then we may terminate this Agreement. The new franchisee must pay the transfer fee specified in Section 3.5 of this Agreement, meet our then-current qualifications for a new franchisee, complete our initial training program, and enter into our then-current form of franchise agreement. You or your estate, or your Principal Owner or her/his estate, must reimburse us for any reasonable expenses we incur in managing or operating your Business from the date of your death or incapacity until a transfer pursuant to this Section 14 is completed or we terminate this agreement pursuant to Section 10 of this Agreement. The term "incapacity" means a condition that prevents you from reasonably carrying out your duties under this Agreement.

## **15. BINDING EFFECT, MODIFICATION**

This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both you and us. Except as provided above, this Agreement is not intended, and will not be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

## **16. NON-WAIVER OF BREACH**

Our waiver of any breach by you, or our delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights respecting that or any other breach. In addition, acceptance by us of any payments or partial payments due to us under this Agreement shall not be deemed a waiver by us of any preceding or succeeding breach by you of any terms, provisions, covenants, or conditions of this Agreement, or other amounts due.

## **17. ENTIRE AGREEMENT**

This Agreement and the exhibits hereto constitute the entire agreement between the parties. This Agreement and the exhibits hereto supersede all other prior oral and written agreements and understandings between the parties with respect to the subject matter of this Agreement. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document we furnished to you.

## **18. DISPUTE RESOLUTION**

**18.1. Choice of Law.** This Agreement is effective upon its acceptance in Illinois by our authorized officer. Except as to claims governed by federal law, Illinois law governs all claims that in any way relates to or arises out of this Agreement, our business relationship, or any dealings between the parties ("Claims"). However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

**18.2. Jurisdiction and Venue.** You and we agree that venue and jurisdiction for any Claims shall be proper solely in the state and federal court nearest to our corporate headquarters at the time of the dispute, presently located in Chicago, Illinois.

**18.3. JURY WAIVER.** YOU AND WE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

**18.4. CLASS ACTION WAIVER.** YOU AGREE TO BRING ANY CLAIMS, IF AT ALL, INDIVIDUALLY AND YOU SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST US. YOU HEREBY AGREE NOT TO SEEK JOINDER OF ANY OF YOUR CLAIMS WITH THOSE OF ANY OTHER PARTY.

**18.5. PUNITIVE DAMAGES WAIVER.** EXCEPT AS SET FORTH IN 11.5, YOU AND WE AND OUR AFFILIATES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR A CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN US, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.

**18.6. Contractual Limitation of Actions.** You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims. The parties hereto agree that any Claims not asserted in an action filed within this period shall be time-barred, whether asserted as a claim, counterclaim, defense, or set-off.

**18.7. Prior Notice of Claims.** As a condition precedent to commencing an action for a Claim, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

**18.8. Mediation.** Except as otherwise stated in this Section 18, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (and attachments) or the relationship created by this Agreement to non-binding mediation before bringing such claim, controversy or dispute to a court. The mediation will be conducted either through an individual mediator or a mediator appointed by a mediation services organization, experienced in the mediation of disputes between franchisors and franchisees, agreed upon by the parties. If the parties do not agree upon a mediator or mediation services organization within fifteen (15) days after either party has notified the other of its desire to seek mediation, the dispute will be mediated by the American Arbitration Association pursuant to its rules governing mediation, at our corporate headquarters in Illinois, or in such other city and state in which our corporate headquarters is then located, if we move such headquarters. The costs and expenses of the mediation services organization, including compensation of the mediator, will be borne equally by the parties. Each party will bear the costs of its own attorney's fees and travel, if any, for the mediation. If the parties cannot resolve the claim, controversy or dispute within ninety (90) days after conducting the mediation, either party may submit such claim, controversy or dispute to court under this Section 18. Either party may bring an action under the applicable provisions of this Section 18 without first submitting the dispute to mediation under this Section 18.8: (i) for monies owed, (ii) for injunctive relief, or (iii) involving the possession or disposition of, or other relief relating to, real property.

**18.9. Attorneys' Fees.** The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, that prevailing party incurs in any action brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.

**18.10. Survival.** All of the covenants contained in this Agreement that may require performance after the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.

**18.11. Severability Clause.** All provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination or non-renewal of this Agreement than is required, or the taking of some other action not required, the prior notice and/or other action required by law or rule will be substituted for the comparable provisions.

**18.12. Rights of Parties are Cumulative.** The rights that we and you have are cumulative and no exercise or enforcement by either party of any right or remedy precludes such party from exercising or enforcing any other right or remedy to which such party is entitled by law or equity to enforce.

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

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

(b) **Our Reasonable Business Judgment.** Whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "reasonable business judgment" in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote the brand or benefit the System generally even if the decision or action also promotes our financial or other individual interests. Examples of items that will promote the brand or benefit the System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving our competitive position and/or the System. Neither you nor any third party (including a trier of fact) will substitute their judgment for our reasonable business judgment.

## **19. NOTICES**

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent via a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or sent by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown on Exhibit 1, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

## **20. REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS**

**20.1. Franchisee Warranties.** You represent, warrant, and covenant to us that:

(a) if you are an entity, you are (i) duly organized, validly existing and in good standing and has all requisite power and authority to carry on its business as now conducted; and (ii) duly qualified to

transact business and in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties;

(b) all action on the part of you, your officers, directors, managers, members and shareholders, if any, necessary for the authorization, execution, and delivery of this Agreement has been taken, and the performance of all your obligations hereunder constitute valid and legally binding obligations of you, enforceable against you in accordance with the respective terms hereof;

(c) Your execution, delivery and performance of this Agreement will not (i) violate, conflict with or result in a breach of any applicable law; (ii) require the consent, authorization or approval of any other person or entity not a party to this Agreement; (iii) permit the acceleration of the maturity of any indebtedness of you; or (iv) violate or conflict with any provisions of the certificate or articles of incorporation, charter, bylaw or similar organizational instruments, if any, of you; and

(d) As of the Effective Date, there are no existing, pending, or threatened lawsuits or claims against you, the Principal Owners, or the current or prior brokerage, except as you may disclose in writing to us and we approve.

(e) you and/or your Principal Owners are experienced operators of a real estate brokerage business or businesses and are knowledgeable about both the real estate industry and the operation of a real estate brokerage business.

**20.2. Success of the Business.** You acknowledge and agree that the success of the business venture you intend to undertake under this Agreement is speculative and depends, to a large extent, upon your (or the Principal Owner's) ability as an independent businessperson, and your active participation in the daily affairs of the Business as well as other factors that may not be controllable. We do not make any representation or warranty, express or implied, as to the potential success of the Business.

**20.3. Independent Investigation.** You acknowledge that you have entered into this Agreement after making an independent investigation of our operations and not upon any representation by us as to gross revenues, volume, potential earnings or profits which you might be expected to realize, nor have we made any other representation, which is not expressly stated herein, to induce you to accept this license and sign this Agreement.

**20.4. Receipt of Documents.** You represent and acknowledge that you have received our franchise disclosure document at least 14 calendar days before the date of the execution of this Agreement. In addition, you represent and acknowledge that you received from us a copy of this Agreement with all material blanks filled in at least 7 calendar days before the date of execution of this Agreement. You represent that you have read this Agreement in its entirety, including exhibits and related agreements, and that you have been given the opportunity to consult with any attorney or other professional advisor and to clarify any provisions of the Agreement that you did not understand. You further represent that you understand the provisions of this Agreement and agree to be bound.

**20.5. Additional Representations.** You and your owners represent and warrant that neither you nor any of the owners is identified, either by name or by an alias, pseudonym, or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (text currently available at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)). Further, you and your owners represent and warrant that neither you nor any of the owners has violated, and you and all of the owners agree not to violate, any law prohibiting corrupt business practices, money laundering, or the aid or support of persons or entities who conspire to commit acts of terror against any person, entity, or government, including acts prohibited by the USA Patriot Act (text currently available at



<https://www.gpo.gov/fdsys/pkg/BILLS-107hr3162enr/pdf/BILLS-107hr3162enr.pdf>), or any similar law. The foregoing constitutes continuing representations and warranties, and you and the owners shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate, or misleading.

**20.6. Other Licenses or Franchises.** You acknowledge that our other franchisees have or will be granted licenses or franchises at different times and in different situations and further acknowledge that the provisions of such agreements may vary substantially from those contained in this Agreement.

**20.7. Notice of Our Potential Profit.** We hereby advise you that we and/or our affiliates periodically may make available to you goods, products and/or services for use in the Business from which we and/or our affiliates may make a profit. We further advise you that we and our affiliates periodically may receive consideration from suppliers and manufacturers from the sale of goods, products or services to you or in consideration for services provided or rights licensed to such suppliers. You agree that we and our affiliates will be entitled to such profits and consideration.

**20.8. Time is of the Essence.** Time is of the essence in this Agreement and each of its terms. It will be a material breach of this Agreement if you fail to perform any obligation within the time required or allowed by this Agreement.

**20.9. Counterparts.** This Agreement may be signed in multiple counterparts, and the signature pages may be exchanged between the parties via facsimile or email, and all of which, when taken together, will constitute one original Agreement. A fully signed copy of this Agreement will have the same force and effect as the original.

## **21. DEFINITIONS**

**21.1.** “affiliate” means an entity that is controlled by, or under common control with, another entity.

**21.2.** “Agent Support Director” means the person you employ who is responsible for providing the agents affiliated with your Business with support and guidance related to @properties business tools, training, and services. The Agent Support Director does not need to be a Principal Owner.

**21.3.** “Business” means the @properties business you own and operate under this Agreement.

**21.4.** “Content” means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through the Intranet or email system.

**21.5.** “Customer Data” means any name, address, email address, telephone number, date of birth, demographic data, behavioral data, customer service history, financial data, transaction data, correspondence, and other information about any potential, current, or former customer of the Business, whether stored in electronic, physical, or other forms or formats.

**21.6.** “Gross Revenues” means the aggregate dollar amount from all sales of goods or services made, provided by, or in connection with the Business or the Marks, whether for cash or credit or non-cash payments or consideration at fair market value, regardless of collection in the case of credit, before the deductions of any fees, costs, or expenses you incur. Gross Revenue includes, without limitation, the total commissions earned from each transaction before any deductions, including without limitation, MLS fees. By way of example, and not a limitation, in the event your office or one of your agents sells a home with a closing price of \$500,000, a commission of 6%, a seller/buyer agent split of 50/50, this sale would generate

a gross commission of \$15,000. The “Gross Revenues” for that transaction, upon which Royalty Fees and other fees will be calculated, will be \$15,000. Gross Revenue excludes the portion of the commissions earned from each transaction that is paid to or shared with an authorized and approved affiliated referral source, as permitted under Section 5.17.

**21.7.** “Internet” means one or more related documents, designs, pages, or other communications or platforms that can be accessed through electronic means, including but not limited to the Internet, World Wide Web, social networking sites (including but not limited to Facebook, Twitter, LinkedIn, Instagram, YouTube, etc.), blogs, vlogs, and other applications, etc. For the avoidance of doubt, we reserve, maintain, and control all rights with respect to the metaverse.

**21.8.** “Marketing Director” means the person you employ that is responsible for collaborating with the @properties marketing team, implementing local marketing initiatives, and enforcing branding guidelines on a local level. The Marketing Director does not need to be a Principal Owner.

**21.9.** “Marks” means the trademarks, service marks, and other trademarks, trade names, service marks, domain names, logos and commercial symbols that we have designated, or may in the future designate, for use in the System, which include @properties.

**21.10.** “MLS Feed” means the local multiple listing service (“MLS”) feed(s) obtained by you from one or more MLSs for selected geographic areas, in order to enable display of real estate listings for such areas.

**21.11.** “Principal Owner” means any person or entity who directly or indirectly owns a 5% or greater interest in you. If any corporation or other entity other than a partnership is a Principal Owner, a Principal Owner also will mean a shareholder or owner of a 5% or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a Principal Owner also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a 5% or greater interest in such general partner.

**21.12.** “Responsible Broker” means the Principal Owner we approved who will oversee the Business operations, who will represent you in interacting with us, and who holds all the necessary real estate licenses for the Business. The Responsible Broker must successfully complete our initial training program and all mandatory follow-up training programs. The Responsible Broker is listed on Exhibit 1.

**21.13.** “System” means the @properties system which includes real estate brokerage products and services, and other related services that we may designate in the future under the Marks; the approved products and services; certain distinctive types of equipment (including the Computer System; the Confidential Information; marketing, business development, and advertising techniques; operating procedures; product and service quality standards; business methods; the Operations Manual; and other expertise that we supply throughout the term of this Agreement.

The parties have signed this Agreement on the Effective Date.

**LICENSOR/US:**

**FRANCHISEE/YOU:**

**At World Franchising, LLC**

\_\_\_\_\_

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

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

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

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

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

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

**Exhibit 1**  
**At World Franchising, LLC Franchise Agreement**

**Main Office Location, Protected Territory, Royalty, Minimum Performance Requirement, and Other Key Information**

1. Main Office. The Business will be operated from the following premises: \_\_\_\_\_ (the “Main Office”). If the office of your Business has not been designated as of the Effective Date, we will update this Exhibit 1 to include the address of the Main Office once determined. If you and we are unable to agree on a site for the Business, we may terminate this Agreement.

YOU ACKNOWLEDGE AND AGREE THAT OUR APPROVAL OF A PROPOSED SITE FOR YOUR OFFICE OR ANY ADDITIONAL OFFICE DOES NOT REPRESENT A WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE SUITABILITY OF THE PROPOSED SITE FOR @PROPERTIES BUSINESS OR THE PROBABILITY OF SUCCESS AT ANY APPROVED LOCATION.

2. Protected Territory. The Protected Territory shall consist of:

3. Royalty. The Royalty shall be equal to \_\_\_\_\_.

4. Performance Requirement. You understand and agree that in order to maintain your rights under this Agreement, you must achieve at least \$\_\_\_\_\_ in Gross Revenue each calendar year during the term of the Agreement. The Minimum Performance Requirement will be pro-rated for the first year you operate the Business. If you fail to meet the Minimum Performance Requirement, we may take any action we are permitted to take under the terms of this Agreement.

5. Designated Owner. The Designated Owner is: \_\_\_\_\_.

6. Responsible Broker. The Responsible Broker is: \_\_\_\_\_.

7. The Business will be identified for the public as follows:

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8. Addresses for Notices.

Us:

Attn: Thad Wong and Mike Golden  
806 N. Peoria, Chicago, IL 60642  
Phone: (312) 254-0200

You:

Attn: \_\_\_\_\_

Exhibit 1-1

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

9. All capitalized terms contained in this Exhibit 1 and not defined herein will have the same meaning as provided in this Agreement.

10. Additional Offices: You currently operate from, in addition to your “Main Office” identified in Paragraph 1 above, the following offices:

(1)

We agree to permit you to continue to operate from [this/these \_\_\_] other office[s].

11. Software Integration.

(i) You acknowledge and agree that our proprietary software/technology integration may be made available to you at a date to be agreed upon with you and us and subject to a separate written agreement.

(ii) If, as part of our proprietary software/technology integration, MLS feeds are required, specific MLSs and MLS fees will be outlined in a separate written agreement. There may be an MLS implementation fee that will range from \$5,000 to \$10,000 per feed.

**Exhibit 2**  
**At World Franchising, LLC Franchise Agreement**  
**Automatic Bank Draft Authorization**

Please complete the following with your banking information and attach a voided check:

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

Name of Financial Institution: \_\_\_\_\_

Address of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

I hereby authorize At World Franchising, LLC and the financial institution named above to initiate entries to my checking or savings accounts as identified above in accordance with the terms of my Franchise Agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until I notify either At World Franchising, LLC or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least 3 days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to 15 days following issuance of my statement by the above-referenced financial institution or up to 60 days after deposit, whichever occurs first.

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

Printed Name of Person Signing: \_\_\_\_\_

Title (if any): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

**Exhibit 3**  
**At World Franchising, LLC Franchise Agreement**  
**Guarantee, Indemnification, and Acknowledgment**

In consideration of the execution of the @properties Franchise Agreement dated \_\_\_\_\_ (the “Agreement”) by At World Franchising, LLC (the “Company,” “we” or “us”), each of the undersigned (a “Guarantor”) personally and unconditionally guarantees to us, and our successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement that \_\_\_\_\_ (the “Franchisee” or “you”) will timely pay and perform each and every undertaking, obligation, agreement and covenant stated in the Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement. All capitalized terms contained herein and not defined herein will have the same meaning as provided in the Agreement.

Each of the undersigned waives: (1) acceptance and notice of acceptance by us of the foregoing undertaking; (2) notice of demand for payment of any indebtedness; (3) protest and notice of default to any party respecting the indebtedness; (4) any right he/she may have to require that an action be brought against you or any other person as a condition of liability.

Each Guarantor consents and agrees that:

(1) Guarantor’s liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, you and your other Guarantors;

(2) Guarantor will make any payment and perform any obligation required under the Agreement upon demand;

(3) Guarantor’s liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of you or any assignee or successor;

(4) Guarantor’s liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to you, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) We may proceed against Guarantor and you jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor; and

(6) Guarantor will be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-compete provisions in Section 13 and the dispute resolution provisions contained in Section 18 of the Agreement.

(7) Guarantor will pay all reasonable attorneys’ fees and all costs and other expenses we incur in enforcing this Guaranty and Assumption of Obligations Agreement (this “Guaranty Agreement”) against Guarantor or any negotiations relative to the obligations hereby guaranteed.

Each of the undersigned has signed this Guaranty Agreement as of the same day and year as the Agreement was executed.

*[Signature page follows.]*

**GUARANTOR(S) (PERCENTAGE OF OWNERSHIP)**

\_\_\_\_\_ ( )

\_\_\_\_\_ ( )

\_\_\_\_\_ ( )

\_\_\_\_\_ ( )

\_\_\_\_\_ ( )

**SIGNATURE OF GUARANTOR(S)**

\_\_\_\_\_



**Exhibit 4**  
**At World Franchising Franchise Agreement**

**ADDITIONAL OFFICE ADDENDUM**

This Additional Office Addendum (“Addendum”) is entered into on \_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Franchisee” or “you”) and At World Franchising, LLC (“Licensor” or “us”).

**RECITALS**

WHEREAS Franchisee currently operates an @properties business pursuant to an @properties Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”).

WHEREAS Franchisee’s office is currently located at \_\_\_\_\_ (the “Main Office”).

WHEREAS Franchisee desires to open an additional office location at \_\_\_\_\_ (“Additional Office”).

WHEREAS Licensor has agreed to permit Franchisee to open and operate the Additional Office upon the terms and conditions stated herein.

**AGREEMENT**

In consideration of the mutual covenants and promises below, and other good and valuable consideration, the parties hereby agree as follows:

1. Approval. Licensor hereby approves the opening of the Additional Office at the location set forth above. The Additional Office will commence operations under the @properties system within 90 days of the Effective Date of this Agreement. The Additional Office will be subject to the terms and conditions in the Franchise Agreement.
2. Release. Franchisee and all of Franchisee’s guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Licensor, its past and present agents, employees, officers, directors, members, licensees, franchisees, successors, assigns and affiliates (collectively “Released Parties”) from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release. **THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.**
3. **FOR CALIFORNIA RESIDENTS ONLY:** You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the

Exhibit 4-1

debtor.

The above release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act.

**Franchisee:**

**Licensor: At World Franchising, LLC**

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

By: \_\_\_\_\_  
\_\_\_\_\_, Co-CEO

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

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

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

Exhibit 4-2

**Exhibit 5**  
**At World Franchising, LLC Franchise Agreement**

**FORM CONFIDENTIALITY AGREEMENT**  
**(for employees with access to Confidential Information)**

**[Note to Franchisee: This document is a sample form only for use with your managers and certain employees with access to confidential information. If you use this form, you should consult with your attorney to ensure that the terms of this agreement are enforceable within your state and make any necessary modifications.]**

In consideration of my being a \_\_\_\_\_ [Title] \_\_\_\_\_ of \_\_\_\_\_ [Franchisee] \_\_\_\_\_ (“**Franchisee**”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to an @properties Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Franchise Agreement**”), Franchisee has acquired the right and license from At World Franchising, LLC (the “**Company**”) to establish and operate an @properties business (the “**Business**”) and the right to use in the operation of the Business the Company’s trade names, service marks, trademarks, logos, emblems, and indicia of origin (the “**Marks**”), as they may be changed, improved, and further developed from time to time in the Company’s sole discretion, only at the authorized and accepted location(s) set forth in the Franchise Agreement.

2. The Company, as the result of the expenditure of time, skill, effort, and resources, has developed and owns a distinctive format and system (the “**System**”) relating to the establishment and operation of the Business that offers products and services authorized to be offered, sold, or provided under the Marks and the System pursuant to the Franchise Agreement. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, software, procedures, methods of business practices and management, sales and promotional techniques, and knowledge of, and experience in, the operation of the Business (the “**Confidential Information**”).

3. Any and all information, knowledge, know-how, and techniques which the Company or Franchisee specifically designates as confidential shall also be deemed to be Confidential Information for purposes of this Agreement.

4. As \_\_\_\_\_ [Title] \_\_\_\_\_ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company’s confidential manual, and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in

Exhibit 5-1

connection with my duties as \_\_\_\_\_ [Title] \_\_\_\_\_ of the Franchisee. I will not to directly or indirectly use or disclose any Confidential Information for the benefit of anyone other than the Franchisee or Company either during my course of employment with the Franchisee or after my employment with the Franchisee ends, regardless of the reason for the separation of employment. I recognize and agree that the Confidential Information constitutes a valuable asset of the Company, and I will act in such a manner as to prevent its disclosure and use by any person unless such use is for the benefit of the Franchisee. I understand that my obligations under this paragraph are unconditional and will not be excused by any conduct on the part of the Franchisee or Company, except prior voluntary public disclosure by the Company of the information.

7. The Company is a third-party beneficiary of this Agreement and may enforce it solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement.

8. This Agreement shall be construed under the laws of the state of \_\_\_\_\_, without regard to the application of its conflict of law rules. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Title

**ACKNOWLEDGED BY FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 6**  
**At World Franchising, LLC Franchise Agreement**

**LIST OF FRANCHISEE'S THIRD-PARTY AFFILIATIONS**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Exhibit 5-3

**EXHIBIT D**  
**TO THE @PROPERTIES FDD**  
**FORM GENERAL RELEASE**

## GENERAL RELEASE

THIS RELEASE is made and given by \_\_\_\_\_,  
("Releasor") with reference to the following facts:

1. Releasor and At World Franchising, LLC (Releasee) are parties to one or more franchise agreements.
2. The following consideration is given:

\_\_\_\_\_ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

\_\_\_\_\_ Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

\_\_\_\_\_ Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

\_\_\_\_\_ [insert description]

3. Release- Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. The above Release shall not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act.

**Releasor:**

**Releasee: At World Franchising, LLC**

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

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

Michael Golden, Co-CEO

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

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

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



**EXHIBIT E**  
**TO THE @PROPERTIES FDD**

**LIST OF CURRENT FRANCHISEES**

The following is a list of the names of all Franchisees and the address and telephone number of each of their outlets as of the end of our most recently completed fiscal year.

**Current Outlets as of December 31, 2024:**

<b>Name</b>	<b>Address</b>	<b>Number</b>
RLAH RE, LLC	4600 North Park Ave., #100 Chevy Chase, MD 20814	301.652.0643
Nottingham Realty Group, LLC	230 E 16 <sup>th</sup> Street Indianapolis, IN 46202	317.489.3441
Bill Ryan Realty, LLC	1844 E Main St, Onalaska, WI 54650	608.781.2116

**Franchise Agreements Signed but Not Open as of December 31, 2024:**

*None*

**EXHIBIT F**  
**TO THE @PROPERTIES FDD**

**LIST OF FORMER FRANCHISEES**

The following is a list of Franchisees who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**Former Franchisees as of December 31, 2024:**

<b>Name</b>	<b>Address</b>	<b>Number</b>
O Dog Realty Advisors, LLC	3100 Monticello Ave. #Ste 950 Dallas, TX 75205	(214) 821-3336

**EXHIBIT G**  
**TO THE @PROPERTIES FDD**  
**FINANCIAL STATEMENTS**

# **At World Franchising, LLC**

**Financial Statements**

**December 31, 2024 and 2023 and for the**

**Years Ended December 31, 2024, 2023, and 2022**

# At World Franchising, LLC

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## **Report of Independent Auditors**

To the Management of At World Franchising, LLC

### ***Opinion***

We have audited the accompanying financial statements of At World Franchising, LLC (the “Company”), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, of member’s equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US 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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

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

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

### ***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 US 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 US GAAS, we:

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

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

*PricewaterhouseCoopers LLP*

Chicago, Illinois.  
April 11, 2025

**At World Franchising, LLC**  
**Balance Sheets**  
**December 31, 2024 and 2023**

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	<b>2024</b>	<b>2023</b>
<b>Assets</b>		
Current assets		
Cash	\$ -	\$ 2,464,156
Accounts receivable, net	167,376	341,091
Prepaid expenses and other current assets	16,908	45,174
Contract assets	237,780	205,530
Due from related parties	2,085,666	-
Total current assets	<u>2,507,730</u>	<u>3,055,951</u>
Contract assets, net of current portion	<u>1,415,561</u>	<u>1,718,137</u>
Total assets	<u>3,923,291</u>	<u>4,774,088</u>
<b>Liabilities and member's equity</b>		
Current liabilities		
Accounts payable	162	-
Accrued expenses	12,514	911
Deferred revenue	49,129	128,412
Due to related parties	-	2,132,320
Total current liabilities	<u>61,805</u>	<u>2,261,643</u>
Member's equity		
At World Franchising LLC member's equity	<u>3,861,486</u>	<u>2,512,445</u>
Total liabilities & member's equity	<u>\$ 3,923,291</u>	<u>\$ 4,774,088</u>

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



**At World Franchising, LLC**  
**Statements of Operations**  
**Years Ended December 31, 2024, 2023 and 2022**

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	2024	2023	2022
Revenues			
Franchise revenues	\$ 1,568,129	\$ 2,292,755	\$ 1,563,398
Total revenues	<u>1,568,129</u>	<u>2,292,755</u>	<u>1,563,398</u>
Expenses			
Wages and benefits	44,668	230,736	590,344
Advertising and marketing	13,839	16,347	-
Recruiting and retention	630	4,058	135,452
Office expenses and supplies	30	1,230	25,652
Professional fees	30,000	30,000	107,274
Computer related	106,285	71,979	106,427
Other operating expenses	23,636	99,176	52,026
Total operating expenses	<u>219,088</u>	<u>453,526</u>	<u>1,017,175</u>
Income (loss) from operations	<u>1,349,041</u>	<u>1,839,229</u>	<u>546,223</u>
Net income (loss)	<u>\$ 1,349,041</u>	<u>\$ 1,839,229</u>	<u>\$ 546,223</u>

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

**At World Franchising, LLC**  
**Statements of Member's Equity**  
**Years Ended December 31, 2024, 2023 and 2022**

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	<b>Member's Equity</b>
<b>Balance at January 1, 2021</b>	\$ 126,993
Net income	<u>546,223</u>
<b>Balance at December 31, 2022</b>	673,216
Net income	<u>1,839,229</u>
<b>Balance at December 31, 2023</b>	2,512,445
Net income	<u>1,349,041</u>
<b>Balance at December 31, 2024</b>	<u>\$ 3,861,486</u>

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

**At World Franchising, LLC**  
**Statements of Cash Flows**  
**Years Ended December 31, 2024, 2023 and 2022**

---

	2024	2023	2022
<b>Cash flows from operating activities</b>			
Net income (loss)	\$ 1,349,041	\$ 1,839,229	\$ 546,223
Reconciliation of net income to net cash provided by operating activities			
Increase (decrease) in assets			
Accounts receivable	173,715	(224,436)	(33,097)
Prepaid expenses and other current assets	28,266	(22,510)	8,400
Contract assets	(32,250)	33,415	-
Contract assets, net of current portion	302,576	205,662	(1,792,411)
Increase (decrease) in liabilities			
Accounts payable	162	(150,000)	71,137
Accrued expenses	(67,680)	(22,374)	(70,374)
Net cash provided (used) by operating activities	<u>1,753,830</u>	<u>1,658,986</u>	<u>(1,270,122)</u>
<b>Cash flows from financing activities</b>			
Advances (to) from related parties	<u>(4,217,986)</u>	548,064	1,430,607
Net cash (used in) provided by financing activities	<u>(4,217,986)</u>	<u>548,064</u>	<u>1,430,607</u>
Net change in cash	(2,464,156)	2,207,050	160,485
<b>Cash</b>			
Beginning of year	2,464,156	257,106	96,621
End of year	<u>\$ -</u>	<u>\$ 2,464,156</u>	<u>\$ 257,106</u>

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

**At World Franchising, LLC**  
**Notes to Financial Statements**  
**As of December 31, 2024 and 2023 and**  
**For the Years Ended December 31, 2024, 2023 and 2022**

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**A. Nature of Operations and Summary of Significant Accounting Policies**

**Nature of Operations**

At World Franchising, LLC (the "Company") was formed under the laws of the State of Delaware on July 7, 2020 and was initially funded on July 27, 2020 ("Inception"). The Company operates as the central franchisor organization for the franchising of various real estate brokerages throughout the United States. The Company enters into franchise agreements with franchisees under which the franchisee is granted the right to operate in a particular location for an agreed upon term under the @properties brand name.

**Basis of Preparation**

The Company uses the accrual basis of accounting. Under this method, income is recognized in the period earned rather than when received and expenses are recognized in the period incurred rather than when paid.

**Use of Estimates**

In preparing the financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the balance sheet, and the reported amount of revenues and expenses during the period. Actual results could differ from those estimates.

**Revenue Recognition**

***Revenue Recognition Policy***

The Company provides franchisees with a franchise right. Revenues from franchisees consist primarily of initial and additional office franchise fees, branding fees, administrative fees, strategy fees, affiliate onboarding fees and agent and affiliate monthly fees, service fees, software fees, transfer fees, and property management fees. Performance obligations for all franchising revenue streams are satisfied over time. The Company has elected the practical expedient for recognizing revenue when the Company has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the Company's performance completed to date. This practical expedient has been applied to all franchisee related revenue streams, except initial, renewal, transfer, and additional office franchise fees, as the Company has the right to invoice for these revenues.

The initial and renewal franchise fee, as well as the additional office fee, and the transfer fee ("franchise fees"), includes multiple performance obligations, including initial franchisee training, site selection, assistance with equipment, access to operations manual, and access to the Company's proprietary trademarks for the duration of the contract. These performance obligations are highly interrelated to the promise to provide the franchise right. As such, these promises are not distinct and have been combined into a single performance obligation that is satisfied over the term of the franchise agreement. The Company's revenue recognition policy for initial franchise fees is to begin recognizing revenue earned when the franchise is deemed as fully operational .. Revenues associated with the franchise renewal fee, additional office fee, and transfer fee performance obligations are recognized over the term of the remaining period or new term. Initial, renewal, additional office, and transfer fees are collected at the inception or renewal of the franchise agreement, and as such, the portion of those fees paid by the franchisee that relates to

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

**At World Franchising, LLC**  
**Notes to Financial Statements**  
**As of December 31, 2024 and 2023 and**  
**For the Years Ended December 31, 2024, 2023 and 2022**

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performance obligations to be satisfied in future periods have been reflected as deferred revenue on the balance sheets.

Branding, administrative, and strategy fees (“royalties”) are invoiced monthly based on a percentage of the gross commission income of the franchisee. The Company has utilized an election that allows for recognition of revenue related to sales-based fees when the subsequent sale by the franchisee occurs and is reported to the Company. The amount is estimated throughout the month and is adjusted to actual at month end when invoicing occurs.

As part of the franchise agreements, the Company earns revenue from affiliate onboarding fees, affiliate monthly fees, software and computer systems support fees, and various service fees that relate to operational support (“support fees”). These fees are provided and invoiced on a monthly basis.

In certain instances, the Company will include in the franchise agreement an allowance payable to the franchisee for re-branding expenses. When the re-branding allowance is paid to the franchisee, the Company recognizes an asset and amortizes it over the life of the franchise agreement, typically 10 years. From time to time, the Company may also extend a loan to franchisees to help them with their initial start-up costs and expansion. The loans are forgivable, upon the franchisee meeting the terms of its franchise agreement for the duration of the arrangement. When the loan is made to the franchisee, the Company recognizes an asset and amortizes it over the life of the arrangement, which is typically the life of the franchise agreement. In February 2022, the Company entered into an agreement with a franchisee, RLAH RE, LLC, for a loan in the amount of \$2,000,000 to help them with expanding their business. The loan is forgiven over the ten-year term of the franchise agreement. If the affiliate is terminated prior to the end of the term, then the remaining unforgiven balance is payable within 30 days after the termination date. Contract assets of \$237,780 and \$205,530, and contract assets, net of current portion, of \$1,415,561 and \$1,718,137, as of December 31, 2024 and 2023, respectively, are included on the accompanying balance sheets.

Deferred revenue is comprised of deferred fees under these agreements and totaled \$49,129 and \$128,412 as of December 31, 2024 and 2023, respectively. Previously deferred franchise fees of \$79,245, \$13,798, and \$14,000 were recognized in Franchise revenues on the statements of operations for the years ended December 31, 2024, 2023, and 2022, respectively.

***Significant Judgments***

The Company enters into multi-year franchise agreements with its franchisees. Management used significant judgment in determining if these agreements contain a significant financing component regarding the upfront payment for the initial franchise fee. The Company has requested the upfront payment for reasons other than financing needs, specifically to ensure that the counter party performs. As such, there is no significant financing component.

**Accounts Receivable**

Accounts receivable from the Company's franchise operations are recorded at the time the Company is entitled to bill under the terms of the franchise agreements and other contractual arrangements. These receivables do not bear interest and are due under normal trade terms typically requiring payment within 10 days from the invoice date. Accounts receivables are presented net of an estimated allowance for expected credit losses. On a periodic basis, the Company evaluates its receivables and established an allowance for expected credit loss based on historical experience

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

**At World Franchising, LLC**  
**Notes to Financial Statements**  
**As of December 31, 2024 and 2023 and**  
**For the Years Ended December 31, 2024, 2023 and 2022**

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and other currently available information. The allowance reflects the Company's best estimate of collectability risks on outstanding receivables.

**Advertising and Marketing**

The Company expenses advertising and marketing costs as incurred. Advertising and marketing costs are recorded in Advertising and marketing within the statements of operations.

**Income Taxes**

The Company was formed as a limited liability company. Accordingly, federal income taxes are not payable by the Company. Income (or loss) is allocated to the Company's members and is included in the member's income tax returns. Therefore, no liability or provision for income taxes is included in the balance sheet.

**Personal Assets and Liabilities and Allocations to Members**

In accordance with the generally accepted method of presenting limited liability company financial statements, the financial statements do not include the personal assets and liabilities of the members, including their obligations for an income tax liability.

As the Company is organized as a limited liability company, its member is not liable for any act, debt, obligation, or liability of the Company, except to the extent that the member personally guarantees any liability of the Company.

Allocations of income and distributions to the member is based on the provisions of the Company's Limited Liability Company Agreement dated July 7, 2020.

The members contributed initial capital of \$110,000 on July 27, 2020, which is considered the inception date.

**Fair Value of Financial Instruments**

The carrying amounts of certain financial instruments, including prepaid expenses, other current assets, due to related parties, and accrued expenses approximate fair value due to the short maturity of these instruments.

It is the Company's policy, in general, to measure nonfinancial assets and liabilities at fair value on a nonrecurring basis. These items are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances (such as evidence of impairment) which, if material, are disclosed in the accompanying notes to these financial statements.

**Significant Accounting Standard Applicable in Prior Year**

On January 1, 2023, the Company adopted ASU 2016-13 Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments (ASC 326). This standard replaced the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (“CECL”) methodology. CECL requires an estimate of credit losses for the remaining estimated life of the financial asset using historical experience, current conditions, and reasonable and supportable forecasts and generally applies to financial assets measured at amortized cost. Financial assets measured at amortized cost will be presented at the net amount expected to be collected by using an allowance for credit losses.

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

**At World Franchising, LLC**  
**Notes to Financial Statements**  
**As of December 31, 2024 and 2023 and**  
**For the Years Ended December 31, 2024, 2023 and 2022**

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The Company adopted ASC 326 and all related subsequent amendments effective January 1, 2023 using the modified retrospective approach for all Contract assets measured at amortized cost. For the year ended December 31, 2023, there was no transition adjustment for the adoption of CECL included in an allowance for credit losses on the financial assets.

**B. Summary of Franchise Outlets**

The following is a summary of changes in the number of franchise outlets in 2023

In operation at December 31, 2021	4
New franchise outlets sold in 2022	1
Franchise outlets transferred out in 2022	-
In operation at December 31, 2022	5
New franchise outlets sold in 2023	-
Franchise outlets transferred out in 2023	(1)
In operation at December 31, 2023	4
New franchise outlets sold in 2024	-
Franchise outlets transferred out in 2024	(1)
In operation at December 31, 2024	3

**C. Commitments and Contingencies**

**Guarantee**

Effective July 7, 2020, the Company was added as a party to a guaranty and security agreement related to a credit agreement dated April 24, 2018 of its parent company, At World Properties, LLC, with an original maturity of April 24, 2025. The outstanding amounts due under the credit agreement were paid off in conjunction with the transaction described in Note F.

**Contractual Commitment**

On July 9, 2020, the Company entered into an agreement with a third-party to provide the Company with consulting services effective through July 2024. Under the agreement, the Company will pay the third-party a monthly fee due no later than the first day of the month in which services are to be provided and reimbursement for business related expenses. The contract also stipulates that the third-party may be entitled to bonuses if certain conditions are met. This contract was terminated in August 2022. Consulting fees under the agreement totaled \$77,767 for the year ending December 31, 2022, and this amount is included in Professional fees within the accompanying statements of operations.

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

**At World Franchising, LLC**  
**Notes to Financial Statements**  
**As of December 31, 2024 and 2023 and**  
**For the Years Ended December 31, 2024, 2023 and 2022**

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**D. Related Party Transactions**

The Company's infrastructure and personnel is shared with its parent company. The Company receives a monthly allocation of such costs, which comprises the majority of wages and benefits, office expenses and supplies, and other operating expenses on the statements of operations. As a result of such arrangement, from time to time, the Company has monies due from or to its parent company and its subsidiaries related to these allocated costs.

Starting in 2024, Company implemented a cash pooling arrangement with its parent company where funds are automatically swept from the Company's primary cash account to a parent company operating cash account, to facilitate cash management. In accordance with the terms of the pooling arrangement with the parent company, the parent company is required to fund the Company's operating account to make payments when due. The Due from related parties balance of \$2,085,666 at December 31, 2024, reflect \$4,488,066 of cash swept to the parent company as part of the pooling arrangement at the end of the period, net of \$2,533,433 in amounts due to the parent company and its subsidiaries.

These balances are unsecured, due on demand, and non-interest bearing and therefore have been classified as current on the accompanying balance sheets as of December 31, 2024, 2023 and 2022.

**E. Risks and Uncertainties**

**Uninsured Cash**

Cash and cash equivalents include amounts on deposit with financial institutions and investments with maturities of 90 days or less. The Company maintains funds on deposit at banks, which at times may exceed federally insured limits. The Company has not experienced any losses on such deposits. As of December 31, 2024 and 2023, the Company did not hold any cash equivalents or restricted cash.

**F. Subsequent Events**

On November 25, 2024, the Company's ultimate parent, At World Properties Holding, LLC ("AWPH") entered into a Merger Agreement with Compass, Inc. ("Compass"), a Delaware corporation, which closed on January 13, 2025. Per the agreement, Compass acquired all of the issued and outstanding equity securities of AWPH and its subsidiaries.

Management has evaluated subsequent events through April 11, 2025, the date that these financial statements were available to be issued. Management has determined that no events or transactions, other than the events described above, have occurred subsequent to the balance sheet date that require disclosure in the financial statements.

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



**EXHIBIT H**  
**TO THE @PROPERTIES FDD**

**OPERATIONS MANUAL TABLE OF CONTENTS**

## Operations Manual Chapters

Topics	Page Count
Welcome Letter & Operations Manual Overview	5
About @properties + Core Values	9
Getting Started: Establishing Your @properties Franchise	31
Growing and Running Your @properties Brokerage	34
Administrative, Accounting and Reporting	1
Legal and Ethical Guidelines	3
Example Timeline Addendum	3
<b>Total Page Count</b>	<b>86</b>

**STATE EFFECTIVE DATES  
EXHIBIT I**

**TO THE @PROPERTIES FDD**

**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

As you know, At World Franchising, LLC (the “**Franchisor**”) and you are preparing to enter into a Franchise Agreement for the establishment and operation of an “@properties” franchised business (the “**Franchised Business**”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate, or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

We may, in lieu of requesting that you review and sign this Questionnaire, review these questions with you during our pre closing meeting, and may take notes of your verbal responses for our records.

	<b>QUESTIONS</b>	<b>YES</b>	<b>NO</b>
1	Have you received and personally reviewed the Franchisor’s Franchise Disclosure Document (the “disclosure document”) provided to you?		
2	Did you sign a receipt for the disclosure document indicating the date you received it?		
3	Do you understand all of the information contained in the disclosure document?		
4	Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?		
5	Did you receive a copy of the disclosure document at least 14 days prior to signing the Franchise Agreement or paying Franchisor any fees?		
6	Did you receive a copy of the Franchise Agreement at least seven calendar days before signing?		
7	Do you understand the terms of and your obligations under the Franchise Agreement?		
8	Have you discussed the benefits and risks of operating an @properties Franchised Business with an attorney, accountant, or other professional advisor?		
9	Do you understand the risks associated with operating an @properties Franchised Business?		
10	Do you understand that the success or failure of an @properties Franchised Business will depend in large part upon your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?		
11	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating an @properties Franchised Business that is contrary to, or different from, the information contained in the disclosure document?		
12	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchise will generate that is contrary to, or different from, the information contained in the disclosure document?		
13	Has any employee or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs involved in operating an @properties Franchised Business that is contrary to, or different from, the information contained in the disclosure document?		

QUESTIONS	YES	NO
14 Has any employee or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual, average, or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating the Franchise that is contrary to, or different from, the information contained in the disclosure document?		
15 Has any employee or other person speaking on behalf of the Franchisor made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance relating to the Franchise that is contrary to, or different from, the information contained in the disclosure document?		
16 Do you acknowledge and agree that the Franchise may be impacted by many risks, including those outside Franchisor's or your control, such as economic, political or social disruption, including epidemics or pandemics or similar events?		

If you answered “Yes” to any of questions 10 through 15, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered “No” to each of the foregoing questions, please leave the following lines blank.

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For Maryland prospective franchisees: Do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland.

For California and Hawaii prospective franchisees: You are not required to sign this Franchisee Disclosure Questionnaire.

For Washington prospective franchisees: Do not sign this Franchisee Disclosure Questionnaire if you are a Washington resident or the Franchised Business will be located in Washington.

You understand that your answers are important to us and that we will rely on them. Your representations in this Questionnaire are not intended to, and will not act as, a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

\_\_\_\_\_  
FRANCHISE APPLICANT

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
FRANCHISE APPLICANT

Dated: \_\_\_\_\_, 20\_\_\_\_

## 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	July 18, 2025, <a href="#">as amended</a> _____, 2025
Hawaii	April 22, 2025, <a href="#">as amended</a> _____, 2025
Illinois	See Separate FDD
Indiana	April 15, 2025, <a href="#">as amended</a> _____, 2025
Maryland	See Separate FDD
Michigan	May 29, 2025
Minnesota	July 22, 2025, <a href="#">as amended</a> _____, 2025
New York	July 24, 2025, <a href="#">as amended</a> _____, 2025
North Dakota	May 7, 2025, <a href="#">as amended</a> _____, 2025
Rhode Island	April 30, 2025, <a href="#">as amended</a> _____, 2025
South Dakota	April 15, 2025
Virginia	June 12, 2025, <a href="#">as amended</a> _____, 2025
Washington	September 18, 2025, <a href="#">as amended</a> _____, <a href="#">2025</a>
Wisconsin	April 14, 2025, <a href="#">as amended</a> <a href="#">October 27, 2025</a>

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 J**  
**TO THE @PROPERTIES FDD**  
**RECEIPTS**

**RECEIPT**

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

If At World Franchising, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

The franchisor is At World Franchising, LLC located at 806 N. Peoria St., Chicago, IL 60642. Its telephone number is (312) 254-0200.

Issuance Date: April 11, [2025, as amended October 27, 2025](#)

The franchise seller for this offering is:

	Michael Golden	806 N. Peoria St., Chicago, IL 60632	(312) 254-0200
	Thaddeus Wong	806 N. Peoria St., Chicago, IL 60632	(312) 254-0200

We authorize the respective state agencies identified in Exhibit B to receive service of process for us in the particular state.

I have received a disclosure document dated April 11, 2025, [as amended October 27, 2025](#) that included the following Exhibits:

- A. State-Specific Addenda to the FDD & Franchise Agreement



- B. State Administrators and Agents for Service of Process
- C. Franchise Agreement
- D. Form General Release
- E. List of Current Franchisees
- F. List of Former Franchisees
- G. Financial Statements
- H. Table of Contents of Operations Manual
- I. Franchisee Disclosure Questionnaire
- J. Receipts

**PROSPECTIVE FRANCHISEE:**

\_\_\_\_\_

**Date you received this Disclosure Document**

**If an individual:**

**If a business entity:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Name of Business Entity**  
 By: \_\_\_\_\_  
 \_\_\_\_\_  
**Signature**  
 \_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**(Telephone number)**

\_\_\_\_\_  
**(Telephone number)**

Please sign, date, and retain this copy for your records.

**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 At World Franchising, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

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- F. List of Former Franchisees
- G. Financial Statements
- H. Table of Contents of Operations Manual
- I. Franchisee Disclosure Questionnaire
- J. Receipts

**PROSPECTIVE FRANCHISEE:**

\_\_\_\_\_  
**Date you received this Disclosure Document**

**If an individual:**

**If a business entity:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Business Entity**  
 By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**(Telephone number)**

\_\_\_\_\_  
**(Telephone number)**

Please sign, date, and return this copy to us At World Franchising, LLC, 806 N. Peoria St., Chicago, IL 60642; (312) 254-0200.